FEDERAL REGISTER

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Washington, Thursday, August 7, 1941

Rules, Regulations, Orders

TITLE 7—AGRICULTURE

CHAPTER I—AGRICULTURAL MARKETING SERVICE

[Amendment No. 2]

PART 27—COTTON CLASSIFICATION UNDER THE UNITED STATES COTTON FUTURES ACT

Pursuant to authority conferred by the United States Cotton Futures Act of August 11, 1916, as amended (26 U.S.C. 1090–1106), the regulations heretofore promulgated under that statute are amended as follows, effective August 6, 1941:

Strike out § 27.93 [Reg. 13, Sec. 1] and substitute therefor the following:

§ 27.93 *Bona fide spot markets.* The following markets have been determined, after investigation, and are hereby designated to be bona fide spot markets within the meaning of the Act:

Atlanta, Ga.	Little Rock, Ark.
Augusta, Ga.	Memphis Tenn.
Charleston, S.C.	Mobile, Ala.
Dallas, Tex.	Montgomery, Ala.
Galveston, Tex.	New Orleans, La.
Houston, Tex.	Savannah, Ga.

Strike out § 27.94 [Reg. 13, Sec. 2] and substitute therefor the following:

§ 27.94 *Spot markets (for certain determinations only).* The following are designated as spot markets for the purpose of determining, as provided in section 6 of the Act, (26 U.S.C. 1092 (c)), the differences above or below the contract price which the receiver shall pay for grades other than the basis grade tendered or delivered in settlement of a section 5 contract:

Augusta, Ga.	Little Rock, Ark.
Charleston, S. C.	Memphis, Tenn.
Dallas, Tex.	Montgomery, Ala.
Galveston, Tex.	New Orleans, La.
Houston, Tex.	Savannah, Ga.

Done at Washington, D. C., this 5th day of August 1941. Witness my hand and the seal of the Department of Agriculture.

[SEAL] CLAUDE R. WICKARD,
Secretary of Agriculture.

[F. R. Doc. 41-5739; Filed, August 5, 1941; 3:11 p. m.]

CHAPTER VII—AGRICULTURAL ADJUSTMENT ADMINISTRATION

[Cotton 507, Supplement 2]

PART 722—COTTON

SUBPART C—1941

Regulations Pertaining to Cotton Marketing Quotas for the 1941–1942 Marketing Year

By virtue of the authority vested in the Secretary of Agriculture by Title III of the Agricultural Adjustment Act of 1938 (Public Law No. 430, 75th Congress, approved February 16, 1938; 52 Stat. 31, 7 U.S.C. 1301 *et seq.*), as amended, and Public Law 74, 77th Congress, approved May 26, 1941, public notice is hereby given of the following amendment hereby made, prescribed, and published to the Regulations Pertaining to Cotton Marketing Quotas for the 1941–1942 Marketing Year (designated as Cotton 507) issued by the Secretary of Agriculture on February 14, 1941, and amended by the Acting Secretary of Agriculture on April 16, 1941,[1] which regulations as so amended shall be in force and effect until rescinded or suspended, or amended or superseded by regulations hereafter made, by the Secretary or Acting Secretary of Agriculture under said Acts:

Section 722.342 is hereby amended to read as follows:

§ 722.342 *Amount of penalty.* The rate of penalty for the 1941–1942 marketing year shall be 7 cents per pound. Any producer who markets cotton in excess of the farm marketing quota for the 1941–1942 marketing year, or in excess of his share of such quota, as the case may be, shall be subject to a penalty of 7 cents per pound with respect to the excess so marketed whether the excess is cotton produced during the said marketing year or in any prior marketing year. All cotton which is not identified, as provided in these regulations at the time of marketing, as free of marketing penalties or which is marketed without the use of the means of identification

[1] 6 F.R. 962, 1997.

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FEDERAL REGISTER

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prescribed by these regulations shall be taken to be in excess of the farm marketing quota, and the amount of the penalty to be collected thereon by the buyer or transferee shall be 7 cents per pound. The rate of the penalty applicable to any amount of unmarketed cotton at the end of the 1940–1941 marketing year which, if marketed during the 1938–1939 marketing year, would have been subject to the penalty of 2 cents per pound in that year and likewise would have been subject to the penalty of 2 cents per pound if marketed during the 1939–1940 or 1940–1941 marketing year shall be 2 cents per pound and such unmarketed cotton shall be subject to the provisions of Sec. 722.319 (d). The rate of penalty applicable to any amount of unmarketed cotton at the end of the 1940–1941 marketing year which, if marketed during the 1939–1940 or 1940–1941 marketing year, would have been subject to the penalty of 3 cents per pound in those years shall be 3 cents per pound and such unmarketed cotton shall be subject to the provisions of Sec. 722.319 (d). The expressions "the penalty" and "the penalty provided in section 348 of the Act," wherever used or defined in these regulations, shall mean the penalty provided for in section 348 of the Act and paragraph (9) of Public Law 74, 77th Congress, approved May 26, 1941. (Secs. 348 and 372, 52 Stat. 59 and 65 and paragraph (9) of Public Law 74, 77th Cong., approved May 26, 1941.)

Done at Washington, D. C., this 5th day of August 1941. Witness my hand and the seal of the Department of Agriculture.

[SEAL] CLAUDE R. WICKARD,
Secretary of Agriculture.

[F. R. Doc. 41–5740; Filed, August 5, 1941; 3:12 p. m.]

CHAPTER IX—SURPLUS MARKETING ADMINISTRATION

[Order No. 32]

PART 932—MILK IN THE FORT WAYNE, INDIANA, MARKETING AREA

ORDER, AS AMENDED, REGULATING THE HANDLING OF MILK IN THE FORT WAYNE, INDIANA, MARKETING AREA [1]

Sec.

Harry L. Brown, Acting Secretary of Agriculture of the United States of America, pursuant to the powers conferred upon the Secretary by Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, issued, effective September 1, 1939, Order No. 32, as amended, regulating the handling of milk in the Fort Wayne, Indiana, marketing area, which order, as amended, was further amended, effective February 15, 1940.

H. A. Wallace, Secretary of Agriculture, tentatively approved, on January 23, 1940, a marketing agreement, as amended, regulating the handling of milk in the Fort Wayne, Indiana, marketing area.

There being reason to believe that the execution of amendments to the tentatively approved marketing agreement, as amended, and to the order, as amended, regulating the handling of milk in the Fort Wayne, Indiana, marketing area would tend to effectuate the declared policy of said act, notice was given, on May 12, 1941, of a public hearing which was held in Fort Wayne, Indiana, on May 19, 1941, on a proposal to amend said marketing agreement, as amended, and said order, as amended, and at said time and place all interested parties were afforded an opportunity to be heard on the proposal to amend said marketing agreement, as amended, and said order, as amended.

After such hearing and after the tentative approval, on the 14th day of July 1941, of a marketing agreement, as amended, regulating the handling of milk in the Fort Wayne, Indiana, marketing area, handlers of more than fifty (50) percent of the volume of milk covered by this order, as amended, which is marketed within the Fort Wayne, Indiana, marketing area, refused or failed to sign such tentatively approved marketing agreement, as amended, relating to milk.

The provisions of section 8c (9) of said act have been complied with.

It is hereby found, upon the evidence introduced at the above-mentioned hearing, said findings being in addition to the findings made upon the evidence introduced at the original hearings on said order and at hearings on amendments to said order, and in addition to the other findings made prior to or at the time of the original issuance of said order and of amendments to said order (which findings are hereby ratified and affirmed, save only as such findings are in conflict with the findings hereinafter set forth):

§ 932.0 *Findings.* (a) That the handling of milk which is produced outside of the State of Indiana and sold in the marketing area is in the current of interstate commerce, and that the handling of milk produced within the State of Indiana which is intermingled with the milk produced outside of the State of Indiana burdens, obstructs, and affects interstate commerce;

(b) That the prices calculated to give milk handled in the marketing area a purchasing power equivalent to the pur-

[1] See Department of Agriculture, Surplus Marketing Administration, *infra*.

chasing power of such milk as determined pursuant to section 2 and section 8 (e) of the act are not reasonable in view of the available supplies of feeds, the prices of feeds, and other economic conditions which affect the supply of and demand for such milk, and that the minimum prices set forth in this order, as amended, are such prices as will reflect such factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest;

(c) That the order, as amended, regulates the handling of milk in the same manner as, and is applicable only to handlers specified in, the tentatively approved marketing agreement, as amended, upon which hearings have been held; and

(d) That the issuance of the order, as amended, and all of its terms and conditions, will tend to effectuate the declared policy of the act.

Pursuant to the powers conferred upon the Secretary by Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, it is hereby ordered that such handling of milk in the Fort Wayne, Indiana, marketing area, as is in the current of interstate commerce or which directly burdens, obstructs, or affects interstate commerce, shall, from the effective date hereof, be in compliance with the following terms and conditions:*

*§§ 932.0 to 932.10, inclusive, issued under the authority contained in 48 Stat. 31 (1933), 7 U.S.C. 601 et seq. (1934); 49 Stat. 750 (1935); 50 Stat. 246 (1937), 7 U.S.C. 601 et seq. (Sup. IV 1938).

§ 932.1 *Definitions*—(a) *Terms.* The following terms shall have the following meanings:

(1) The term "Fort Wayne, Indiana, marketing area," hereinafter called the "marketing area," means the territory within the corporate limits of Fort Wayne, Indiana, and the territory within 4 miles of the corporate limits of Fort Wayne, Indiana.

(2) The term "person" means any individual, partnership, corporation, association, or any other business unit.

(3) The term "producer" means any person, irrespective of whether such person is also a handler, who, in conformity with the health requirements applicable for milk to be sold for consumption as milk in the marketing area, produces milk which is received at the plant of a handler from which milk or cream is disposed of in the marketing area.

(4) The term "handler" means any person, irrespective of whether such person is a producer or an association of producers, wherever located or operating, who engages in such handling of milk which is disposed of as milk or cream in the marketing area, as is in the current of interstate commerce or which directly burdens, obstructs, or affects interstate commerce in milk and its products.

(5) The term "market administrator" means the person designated pursuant to § 932.2 as the agency for the administration hereof.

(6) The term "delivery period" means the current marketing period from the 1st to and including the last day of each month.

(7) The term "act" means Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937.

(8) The term "Secretary" means the Secretary of Agriculture of the United States.

(9) The term "emergency milk" means milk received by a handler from sources other than producers under a permit to receive such milk issued to him by the proper health authorities.*

§ 932.2 *Market administrator*—(a) *Designation.* The agency for the administration hereof shall be a market administrator who shall be a person selected by the Secretary. Such person shall be entitled to such compensation as may be determined by, and shall be subject to removal at the discretion of, the Secretary.

(b) *Powers.* The market administrator shall have power:

(1) To administer the terms and provisions hereof; and

(2) To receive, investigate, and report to the Secretary complaints of violation of the terms and provisions hereof.

(c) *Duties.* The market administrator, in addition to the duties hereinafter described, shall:

(1) Keep such books and records as will clearly reflect the transactions provided for herein and surrender the same to his successor or to such other person as the Secretary may designate;

(2) Submit his books and records to examination by the Secretary at any and all times;

(3) Furnish such information and such verified reports as the Secretary may request;

(4) Within 45 days following the date upon which he enters upon his duties, execute and deliver to the Secretary a bond, conditioned upon the faithful performance of his duties, in an amount and with surety thereon satisfactory to the Secretary;

(5) Publicly disclose to handlers and producers, unless otherwise directed by the Secretary, the name of any person who, within 15 days after the date upon which he is required to perform such acts, has not (i) made reports pursuant to § 932.5 or (ii) made payments pursuant to § 932.8;

(6) Employ and fix the compensation of such persons as may be necessary to enable him to administer the terms and provisions hereof;

(7) Obtain a bond with reasonable surety thereon covering each employee who handles funds entrusted to the market administrator; and

(8) Promptly verify the information contained in the reports submitted by handlers.*

§ 932.3 *Classification of milk*—(a) *Basis of classification.* All milk received by each handler, including milk produced by him, if any, shall be classified by the market administrator in the classes set forth in paragraph (b) of this section.

(b) *Classes of utilization.* The classes of utilization shall be as follows:

(1) All milk disposed of as milk or milk drinks, whether plain or flavored, and all milk not specifically accounted for as Class II milk and Class III milk shall be Class I milk.

(2) All milk used to produce cream which is disposed of as cream, including any cream product disposed of in fluid form which contains less than the minimum butterfat content required for fluid cream and buttermilk shall be Class II milk.

(3) All milk from which the butterfat is disposed of as a milk product other than those included in Class II milk, and all milk accounted for as actual plant shrinkage but not exceeding 3 percent of the total receipts of milk, shall be Class III milk.

(c) *Interhandler and nonhandler sales.* Milk disposed of by a handler to another handler, or to a person not a handler who distributes milk or manufactures milk products, shall be classified as Class I milk. In the event that such selling handler, on or before the date fixed for filing reports pursuant to § 932.5, furnishes proof satisfactory to the market administrator that such milk has been disposed of by such purchaser other than as Class I milk, then such milk shall be classified in accordance with such proof.*

§ 932.4 *Minimum class prices.* (a) Prior to August 1, 1941, each handler shall pay producers, in the manner set forth in § 932.8, for the 4 percent butterfat content equivalent of milk received at such handler's plant, not less than the following prices:

(1) Class I milk—$2.25 per hundredweight.

(2) Class II milk—$2.00 per hundredweight.

(3) Class III milk—The price per hundredweight resulting from the following computation by the market administrator: multiply by 4 the average price per pound of 92-score butter at wholesale in the Chicago market, as reported by the United States Department of Agriculture for the delivery period during which such milk was received, and add 30 percent thereof: *Provided,* That for a quantity of Class III milk not to exceed 15 percent of the 4 percent butterfat content equivalent of the Class I milk and Class II milk disposed of by such handler, the price shall be that calculated by the mar-

ket administrator as follows: multiply by 4 the average price per pound of 92-score butter at wholesale in the Chicago market, as reported by the United States Department of Agriculture for the delivery period during which such milk was received, and add 10 cents.

(b) Subsequent to July 31, 1941, each handler shall pay producers, in the manner set forth in § 932.8 for the 4 percent butterfat content equivalent of milk received at such handler's plant, not less than the following prices:

(1) *Class I milk.* The price for Class I milk as shown in the schedule below for the price range in which falls the price for Class III milk determined by the market administrator pursuant to subparagraph (3) of this paragraph: *Provided,* That with respect to Class I milk disposed of by such handler under a program approved by the Secretary for the sale or disposition of milk to low-income consumers, including persons on relief, the price shall be such Class I price less 46 cents.

Class III price range (dollars per cwt.)	Class I price	Class II price	Class III price range (dollars per cwt.)	Class I price	Class II price
	Dollars per cwt.	*Dollars per cwt.*		*Dollars per cwt.*	*Dollars per cwt.*
1.30 or less	1.95	1.60	1.701–1.80	2.45	2.00
1.301–1.40	2.05	1.80	1.801–1.90	2.55	2.10
1.401–1.50	2.15	1.80	1.901–2.00	2.65	2.10
1.501–1.60	2.25	2.00	2.001–2.10	2.75	2.10
1.601–1.70	2.35	2.00	2.101 or over	2.85	2.10

(2) *Class II milk.* The price for Class II milk as shown in the schedule above for the price range in which falls the price for Class III milk determined by the market administrator pursuant to subparagraph (3) of this paragraph.

(3) *Class III milk.* Except as set forth in subparagraph (4) of this paragraph, the price per hundredweight resulting from the following computation by the market administrator: determine the average of the prices per hundredweight ascertained to have been paid for milk of 4 percent butterfat content received during the delivery period at the following plants, and subtract 5 cents:

Concern	*Location of plant*
Defiance Milk Products Co.	Defiance, Ohio.
Van Camp Milk Co.	Garrett, Ind.
Van Camp Milk Co.	Angola, Ind.
Kraft-Phenix Cheese Corporation.	Kendallville, Ind.

Provided, That if the price so determined is less than the price computed by the market administrator in accordance with the following formula, such formula price shall be the price for Class III milk for the delivery period: multiply by 4 the average price per pound of 92-score butter at wholesale in the Chicago market, as reported by the United States Department of Agriculture for the delivery period during which such milk was received, and add 30 percent thereof.

(4) In the case of Class III milk disposed of by such handler as butter, but not to exceed 10 percent of the 4 percent butterfat content equivalent of such handler's Class I and Class II milk, the price shall be that resulting from the following computation by the market administrator: multiply by 4 the average butter price computed pursuant to the proviso in subparagraph (3) of this paragraph, and add 15 cents.*

§ 932.5 *Reports of handlers*—(a) *Submission of reports.* Each handler shall report to the market administrator in the detail and on forms prescribed by the market administrator, as follows:

(1) On or before the 5th day after the end of each delivery period, (i) the receipts of milk at each plant from producers, (ii) the receipts of milk at each plant from handlers, (iii) the receipts at each plant of the milk, if any, produced by him, (iv) the receipts of milk and cream at each plant from any other source, if any, and (v) the utilization of all receipts of milk for the delivery period.

(2) Within 10 days after the market administrator's request, with respect to each producer for whom such information is not in the files of the market administrator and with respect to a period or periods of time designated by the market administrator (i) the name and address, (ii) the total pounds of milk received, (iii) the average butterfat test of milk received, and (iv) the number of days upon which milk was received.

(3) On or before the 20th day after the end of each delivery period, his producer pay roll, which shall show for each producer (i) the total receipts of milk with the average butterfat test thereof, (ii) the amount of the token payment to such producer made pursuant to § 932.8 (a), and (iii) the deductions and charges made by the handler.

(4) As soon as possible after first receiving milk from any producer (i) the name and address of such producer, (ii) the date upon which such milk was first received, and (iii) the plant at which such milk was received.

(5) On or before the day such handler receives emergency milk, his intention to receive such milk.

(6) On or before the 5th day after the end of each delivery period, the receipts of emergency milk, as follows: (i) the amount of such milk, (ii) the date or dates upon which such milk was received during the delivery period, (iii) the plant from which such milk was shipped, (iv) the price per hundredweight paid, or to be paid, for such milk, and (v) such other information with respect thereto as the market administrator may request.

(b) *Verification of reports.* Each handler shall make available to the market administrator or his agent (1) those records which are necessary for the verification of the information contained in the reports submitted in accordance with this section, and (2) those facilities which are necessary for the sampling and weighing of the milk of each producer.*

§ 932.6 *Application of provisions.* (a) With respect to each handler who is also a producer:

(1) The market administrator, subject to the condition set forth in subparagraph (2) of this paragraph, shall exclude from the computations made pursuant to § 932.7 (a), the quantity of milk produced and disposed of by such handler: *Provided,* That where any such handler has received milk from other producers the value of the milk received shall be computed under § 932.7 (a) as follows: the quantity of such milk shall be ratably apportioned among such handler's total Class I, Class II, and Class III milk (after excluding the receipts, if any, from other handlers) and multiplied by the Class I, Class II, and Class III prices, respectively.

(2) The market administrator, upon prior written notice from such handler of the exercise thereof, shall grant the option of having all milk produced by such handler included in the computations made pursuant to § 932.7 (a), in lieu of the provisions of subparagraph (1) of this paragraph.

(3) The market administrator, in computing the value of milk for each handler pursuant to § 932.7 (a), shall consider as Class III milk any milk or cream received in bulk by any such handler from a handler who distributes part of his own production and who has not exercised the option set forth in subparagraph (2) of this paragraph. If such buying handler disposes of such milk or cream for other than Class III purposes, the market administrator shall add to the total value computed pursuant to § 932.7 (a) the difference between (i) the value of such milk or cream at the Class III price and (ii) the value according to its actual use.

(b) The market administrator, before making the computations for each handler provided by § 932.7 (a), shall deduct prorata out of each class (after excluding the receipts, if any, from other handlers) the total pounds of emergency milk received by such handler.*

§ 932.7 *Determination of uniform price to producers*—(a) *Computation of the value of milk for each handler.* For each delivery period the market administrator shall compute, subject to the

provisions of § 932.6, from the report of each handler the value of milk disposed of by such handler which was not received from other handlers, as follows:

(1) Multiply by the Class I price the hundredweight of milk computed as follows: divide by 4 the butterfat contained in the total weight of the units of Class I milk determined by multiplying the total weight of milk contained in the several units of Class I milk by the average butterfat test of such units;

(2) Multiply by the Class II price the hundredweight of milk computed as follows: divide by 4 the butterfat contained in the total weight of the products of Class II milk determined by multiplying the total weight of each of the products of Class II milk by its average butterfat test;

(3) Multiply by the Class III prices the hundredweight of milk computed as follows: divide by 4 the butterfat contained in the total weight of the products of Class III milk determined by multiplying the total weight of each of the products of Class III milk by its average butterfat test;

(4) Combine into one total the hundredweight of milk computed pursuant to subparagraphs (1), (2), and (3) of this paragraph;

(5) Combine into one total the values of milk computed pursuant to subparagraphs (1), (2), and (3) of this paragraph;

(6) If the hundredweight of milk computed pursuant to subparagraph (4) of this paragraph is less than the hundredweight of milk received from producers, multiply such difference by 10 cents per hundredweight; add such amount to the value of milk computed pursuant to subparagraph (5) of this paragraph; and add to the computed hundredweight of milk an amount representing the difference between such hundredweight and the hundredweight of milk received from producers; and

(7) If the hundredweight of milk computed pursuant to subparagraph (4) of this paragraph is greater than the hundredweight of milk received from producers, multiply such difference by 10 cents per hundredweight; subtract such amount from the value of milk computed pursuant to subparagraph (5) of this paragraph; and subtract from the computed hundredweight of milk an amount representing the difference between such hundredweight and the hundredweight of milk received from producers.

(b) *Computation and announcement of uniform price.* For each delivery period, the market administrator shall compute and announce the uniform price per hundredweight of milk received by handlers during such delivery period, as follows:

(1) Combine into one total the respective values of milk computed pursuant to paragraph (a) of this section for each handler who made the payments required of him for the previous delivery period;

(2) If the hundredweight of milk computed pursuant to paragraph (a) (4) is less than the hundredweight of milk received from producers, add an amount computed by multiplying such difference by 4 times the average price per pound of 92-score butter at wholesale in the Chicago market, as reported by the United States Department of Agriculture for the delivery period during which such milk was received;

(3) If the hundredweight of milk computed pursuant to paragraph (a) (4) is greater than the hundredweight of milk received from producers, subtract an amount computed by multiplying such difference by 4 times the average price per pound of 92-score butter at wholesale in the Chicago market, as reported by the United States Department of Agriculture for the delivery period during which such milk was received;

(4) Divide the result by the hundredweight of milk received from producers;

(5) Add an amount per hundredweight of milk received which will prorate any cash balance available pursuant to paragraph (c) of this section;

(6) Subtract not less than 4 cents nor more than 5 cents per hundredweight of milk received for the purpose of retaining a cash balance in connection with the payments required by § 932.8 (b) (2); and

(7) On or before the 10th day after the end of each delivery period the market administrator shall notify each handler of the uniform price, of the class prices, and of the butterfat differential computed pursuant to § 932.8 (d), and shall make public announcement of the computation of the uniform price.

(c) *Proration of cash balance.* For each delivery period the market administrator shall prorate by an appropriate addition pursuant to paragraph (b) (5) of this section, the cash balance, if any, available from payments received by him during the next preceding delivery period to meet obligations arising out of § 932.8 (b) (2).*

§ 932.8 *Payments for milk*—(a) *Token payment.* On or before the last day of each delivery period, each handler shall pay producers, with respect to the quantity of milk he received from each producer during the first 15 days of the delivery period, the uniform price announced by the market administrator pursuant to § 932.7 (b) (7) for milk received during the delivery period next preceding.

(b) *Final payment.* On or before the 15th day after the end of each delivery period each handler shall make payment, subject to the butterfat differential set forth in paragraph (d) of this section and less the payment made pursuant to paragraph (a) of this section, for the total value of milk received from producers during such delivery period, computed according to § 932.7 (a), as follows:

(1) To producers at the uniform price per hundredweight, computed pursuant to § 932.7 (b) for all milk received from each producer;

(2) To producers, through the market administrator, by paying to or receiving from the market administrator, as the case may be, the amount by which the sum representing the payments to be made by such handler, pursuant to subparagraph (1) of this paragraph, is less than or exceeds the total value of milk computed for each handler pursuant to § 932.7 (a), as shown in a statement rendered by the market administrator on or before the 10th day after the end of such delivery period.

(c) *Errors in payments.* Errors in making the payments prescribed in this section shall be corrected not later than the date for making payments next following the determination of such errors.

(d) *Butterfat differential.* If any handler has received from any producer, during the delivery period, milk having an average butterfat content other than 4 percent, such handler in making payments pursuant to paragraph (b) of this section shall add to the uniform price for such producer for each one-tenth of 1 percent of average butterfat content in milk above 4 percent not less than, or shall deduct from the uniform price for such producer for each one-tenth of 1 percent of average butterfat content in milk below 4 percent not more than, an amount computed as follows: divide by 10 the average price per pound of 92-score butter at wholesale in the Chicago market, as reported by the United States Department of Agriculture for the delivery period during which such milk was received.*

§ 932.9 *Marketing services*—(a) *Deductions for marketing services.* Each handler shall deduct an amount not exceeding 3 cents per hundredweight (the exact amount to be determined by the market administrator, subject to review by the Secretary) from the payments made direct to producers pursuant to § 932.8 (b) (1), with respect to all milk received by such handler during the delivery period from such producers, and shall pay such deductions to the market administrator on or before the 15th day after the end of such delivery period. Except as set forth in paragraph (b) of this section such moneys shall be expended by the market administrator for market information to, and for verification of weights, samples, and tests of milk received from said producers.

(b) *Payment to an association.* In the case of producers for whom a cooperative association, which the Secretary determines to be qualified under the provisions of the act of Congress of February 18, 1922, as amended, known as the "Capper-Volstead Act," is actually performing (as determined by the market administrator, subject to review by the Secretary) the services set forth in paragraph (a) of this section, the market administrator may pay to such association, with respect to the deliveries of milk of producers who are members of, or who are marketing their milk through, such association, and

who received payment for milk pursuant to § 932.8 (b) (1), an amount per hundredweight equalt to the per hundredweight deduction, made from all producers pursuant to paragraph (a) of this section.*

§ 932.10 *Amendment, suspension, or termination of order, as amended*—(a) *Effective time.* The provisions hereof, or any amendment hereto, shall become effective at such time as the Secretary may declare and shall continue in force until suspended or terminated pursuant to paragraph (b) of this section.

(b) *Suspension or termination of order, as amended.* The Secretary may suspend or terminate this order, as amended, or any provision hereof, whenever he finds that this order, as amended, or any provision hereof, obstructs, or does not tend to effectuate the declared policy of the act. This order, as amended, shall terminate, in any event, whenever the provisions of the act authorizing it cease to be in effect.

(c) *Continuing power and duty of the market administrator.* If, upon the suspension or termination of any or all provisions hereof, there are any obligations arising hereunder the final accrual or ascertainment of which requires further acts by any handler, by the market administrator, or by any other person, the power and duty to perform such further acts shall continue notwithstanding such suspension or termination: *Provided,* That any such acts required to be performed by the market administrator shall, if the Secretary so directs, be performed by such other person, persons, or agency as the Secretary may designate.

The market administrator, or such other person as the Secretary may designate, shall (1) continue in such capacity until removed by the Secretary, (2) from time to time account for all receipts and disbursements and, when so directed by the Secretary, deliver all funds or property on hand together with the books and records of the market administrator, or such person, to such person as the Secretary may direct, and (3) if so directed by the Secretary, execute such assignments or other instruments necessary or appropriate to vest in such person full title to all funds, property, and claims vested in the market administrator or such person pursuant thereto.

(d) *Liquidation after suspension or termination.* Upon the suspension or termination of any or all provisions hereof, the market administrator, or such person as the Secretary may designate, shall liquidate, if so directed by the Secretary, the business of the market administrator's office and dispose of all funds and property then in his possession or under his control, together with claims for any funds which are unpaid or owing at the time of such suspension or termination. Any funds collected pursuant to the provisions hereof, over and above the amounts necessary to meet outstanding obligations and the expenses necessarily incurred by the market administrator or such person in liquidating and distributing such funds, shall be distributed to the contributing handlers and producers in an equitable manner.*

Now, therefore, Claude R. Wickard, Secretary of Agriculture, acting under the provisions of Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, for the purposes and within the limitations therein contained and not otherwise, hereby executes and issues in duplicate this order, as amended, under his hand and the official seal of the Department of Agriculture, in the city of Washington, District of Columbia, on this 5th day of August 1941, and declares this order, as amended, to be effective on and after the 8th day of August 1941.

[SEAL] CLAUDE R. WICKARD,
Secretary of Agriculture.

[F. R. Doc. 41-5742; Filed, August 5, 1941; 3:12 p. m.]

TITLE 14—CIVIL AVIATION

CHAPTER I—CIVIL AERONAUTICS AUTHORITY

[Amendment No. 126, Civil Air Regulations]

PART 20—PILOT RATING

CERTIFICATES OF PILOTS ABSENT FROM THE UNITED STATES

At a session of the Civil Aeronautics Board held at its office in Washington, D. C., on the 5th day of August 1941.

Acting pursuant to the authority vested in it by the Civil Aeronautics Act of 1938, as amended, particularly sections 205 (a), 601 (a) and 602 of said Act, and finding that its action is desirable in the public interest and is necessary to carry out the provisions of, and to exercise and perform its powers and duties under, said Act, the Civil Aeronautics Board amends the Civil Air Regulations as follows:

Effective August 5, 1941, Part 20 of the Civil Air Regulations is amended by adding a new section to read as follows:

§ 20.7 *Absentee pilot certificates.*

§ 20.70 *Duration.* Notwithstanding any other provision of this Part, a pilot certificate, the holder of which is absent from the United States for the 45 days immediately preceding the termination of the endorsement period designated on the certificate, may be continued in effect thereafter without an endorsement by an inspector of the Administrator upon conformance with the provisions of this section, except that such certificate shall, in all cases, immediately expire upon the return of the holder to the United States.

§ 20.700 Such certificate shall continue in effect for a period of 12 months from the termination of the endorsement period if the holder thereof, within the 45-day period preceding such termination, shall mail, or there shall have been received by the Administrator:

(1) A statement of the holder certifying that he has logged 15 hours of solo flight time within the 12 months preceding the termination of the endorsement period in aircraft of the type which he was rated to pilot; and

(2) A statement by a person, who is authorized by the government of the country wherein the holder is temporarily residing to give pilot physical examinations to nationals of that country, certifying that the holder has satisfactorily passed the physical examination prescribed by that country for pilots of equivalent grade within the 90 days preceding the termination of the endorsement period.

§ 20.701 A pilot certificate continued in effect in accordance with § 20.700 may be continued in effect for additional periods of 12 months each, if the holder thereof, within 45 days preceding the termination of each period, shall mail, or there shall have been received by the Administrator, the statements prescribed in § 20.700.

§ 20.71 *Special issuance: Expired certificates of absentee pilots.*

§ 20.710 *Upon return of pilot to the United States.* The holder of an expired pilot certificate, which has expired in accordance with the provisions of this section upon his return to the United States, may obtain a new certificate of the same grade and ratings previously held if within 90 days of such return he makes application to an inspector of the Administrator and shows that, within the 12 months immediately preceding the date of such application, he has logged 15 hours of solo flight time in aircraft of the type which he was rated to pilot, and that, within 60 days preceding the date of application, he has satisfactorily accomplished the physical examination required for endorsement of his certificate: *Provided, however,* No certificate shall be issued if such person has been absent from the United States for a period of more than one year until he has satisfactorily accomplished a written examination on the provisions of the Civil Air Regulations which may be pertinent to the certificate and ratings applied for: *And provided further,* That no new certificate of limited commercial grade shall be issued on or after May 1, 1942.

§ 20.711 *Pilots within the United States.* The holder of an expired pilot certificate which has expired since August 1, 1939, because of his failure to obtain an endorsement by an inspector of the Administrator due to his absence from the United States during the period in which such endorsement could have

been obtained, and who has since returned to the United States, may obtain a new pilot certificate of the same grade and ratings previously held if he makes application to an inspector of the Administrator prior to November 1, 1941, and shows that he has logged the flight time and has passed the examinations required in § 20.710.

§ 20.712 *Pilots absent from the United States.* The holder of a pilot certificate which has expired since August 1, 1939, or which may expire before February 1, 1942, who is absent from the United States, and whose certificate has expired because of his failure to obtain an endorsement by an inspector of the Administrator due to his absence from the United States during the period in which such endorsement could have been obtained, may obtain a new pilot certificate of the same grade and ratings previously held by mailing, or upon receipt by the Administrator, prior to February 1, 1942:

(1) A statement of the pilot certifying that during the 12 months immediately preceding the date of such statement he has logged 15 hours of solo flight time in aircraft of the type which he was rated to pilot; and

(2) A statement by a person, who is authorized by the government of the country wherein the holder is temporarily residing to give pilot physical examinations to nationals of that country, certifying that the holder has satisfactorily passed the physical examination prescribed by the regulations of that country for pilots of equivalent grade. This certificate shall continue in effect for a period of 12 months from the date of issuance and may be continued in effect thereafter for additional 12-month periods if the holder remains continuously absent from the United States and, within the 45 days preceding the termination of each period, shall mail, or there shall have been received by the Administrator, the statements required in this subsection, except that such certificate shall immediately expire upon the return of the holder to the United States.

By the Civil Aeronautics Board.

[SEAL] THOMAS G. EARLY,
Secretary.

[F. R. Doc. 41-5756; Filed, August 6, 1941; 10:57 a. m.]

[Amendment No. 125, Civil Air Regulations]

PART 20—PILOT RATING

PRIVATE PILOT AERONAUTICAL KNOWLEDGE REQUIREMENT

At a session of the Civil Aeronautics Board held at its office in Washington, D. C., on the 5th day of August 1941.

Acting pursuant to the authority vested in it by the Civil Aeronautics Act of 1938, as amended, particularly sections 205 (a), 601 and 602 of said Act, and finding that its action is desirable in the public interest and is necessary to carry out the provisions of, and to exercise and perform its powers and duties under, said Act, the Civil Aeronautics Board amends the Civil Air Regulations as follows:

Effective October 1, 1941, section 20.125 of the Civil Air Regulations is amended to read as follows:

§ 20.125 *Aeronautical knowledge.* Applicant shall be familiar with and accomplish satisfactorily a written examination covering so much of the provisions of Parts 01, 20 and 60 as are pertinent to his certificate, prevailing weather conditions in the United States as encountered in flying, and the forecasting thereof, the analyzing of weather maps and sequence reports as furnished by the United States Weather Bureau, practical air navigation problems and the use of maps, navigation by terrain (pilotage) and by dead reckoning, including the use of instruments and other aids to navigation in visual contact flying, and the general servicing and operation of aircraft.

By the Civil Aeronautics Board.

[SEAL] THOMAS G. EARLY,
Secretary.

[F. R. Doc. 41-5755; Filed, August 6, 1941; 10:56 a. m.]

[Regulations, Serial Number 177]

PART 60—AIR TRAFFIC RULES

APPENDIX

At a session of the Civil Aeronautics Board held at its office in Washington, D. C., on the 5th day of August 1941.

It appearing that:

Aircraft taking off from certain landing areas within the Washington National Airport control zone cannot be observed from either the control tower or the landing surface of such airport and such unobserved take-offs create a hazard to air transportation and other forms of air commerce taking off from the Washington National Airport.

The board finds that:

It is necessary in order to promote safety of flight in air commerce that all aircraft taking off from any landing area within the Washington National Airport control zone which is not controlled by an airport control tower be required to obtain an authorization from the air-traffic control-tower operator at the airport control tower of the Washington National Airport.

Now, therefore, The Civil Aeronautics Board, acting pursuant to the authority vested in it by the Civil Aeronautics Act of 1938, as amended, particularly sections 205 (a) and 601 of said Act, makes and promulgates the following special regulation to become effective immediately:

Aircraft taking off from any landing area in the Washington National Airport control zone, other than Bolling Field or the Naval Air Station, shall obtain authorization from the air-traffic control-tower operator on duty in the airport control tower at the Washington National Airport prior to such take-off.

By the Civil Aeronautics Board.

[SEAL] THOMAS G. EARLY,
Secretary.

[F. R. Doc. 41-5758; Filed, August 6, 1941; 10:56 a. m.]

TITLE 24—HOUSING CREDIT

CHAPTER IV—HOME OWNERS' LOAN CORPORATION

PART 403—PROPERTY MANAGEMENT DIVISION

AMENDMENTS TO REGULATIONS

Section 403.02 (c) is amended to read as follows:

§ 403.02 (c) *Property Committee functions.* To review and render decisions in all cases where the amount to be authorized for reconditioning, repairs or purchases of equipment and supplies:

(1) Exceeds $1,500.00.

(2) Exceeds $100.00, provided the expenditure is to be capitalized and is not due to an insurance loss or loss covered by the Reserve for Losses from Fire and Other Hazards, and further provided that it appears from the latest quarterly report of the Accounting Section received by the Regional, State or District Manager, or from the Property Ledger Card maintained by the Accounting Section, that the cumulative amount of disbursements capitalized for repairs, reconditioning and the purchase of equipment and supplies on the property subsequent to the effective date of the transfer of the account from loan or vendee status, when added to the amount to be authorized, exceeds either $1,500.00 or 50% of the difference between (i) the current minimum sales price of the property in its then condition, and (ii) the cumulative amount of such disbursements. In the event no current minimum sales price has been established for the property in its condition at the time the additional amount is to be authorized, the current market price of the property in its then condition as established by the Property Management Division shall be used in lieu of such minimum sales price for the purpose of applying the provisions of this paragraph.

The fourth paragraph of § 403.14 (being the subject matter added by amendment of January 22, 1940, effective April 1, 1940, 5 F.R. 885) is amended to read as follows:

§ 403.14 *Limitation of authority of Regional, State, and District Managers.*

* * * * * *

In addition to the limitations imposed by this Section on the authority of Regional, State and District Managers to incur or approve charges or expenses, the prior approval of the Home Office Property Committee shall be first obtained in any case involving reconditioning, repairs or purchases of equipment and supplies in excess of $100.00, provided the expenditure is to be capitalized and is not due to an insurance loss or loss covered by the Reserve for Losses from Fire and Other Hazards, and further provided that it appears from the latest quarterly report of the Accounting Section received by the Regional, State or District Manager, or from the Property Ledger Card maintained by the Accounting Section, that the cumulative amount of disbursements capitalized for repairs, reconditioning and the purchase of equipment and supplies on the property subsequent to the effective date of the transfer of the account from loan or vendee status, when added to the amount to be authorized, exceeds either $1,500.00 or 50% of the difference between (a) the current minimum sales price of the property in its then condition and (b) the cumulative amount of such disbursements. In the event no current minimum sales price has been established for the property in its condition at the time the additional amount is to be authorized, the current market price of the property in its then condition as established by the Property Management Division shall be used in lieu of such minimum sales price for the purpose of applying the provisions of this paragraph.

(Effective date August 1, 1941.)

(Secs. 4 (a), 4 (k) of Home Owners' Loan Act of 1933, 48 Stat. 129, 132 as amended by section 13 of the Act of April 27, 1934, 48 Stat. 647: 12 U.S.C. 1463 (a), (k))

[SEAL] J. FRANCIS MOORE,
Secretary.

[F. R. Doc. 41-5762; Filed, August 6, 1941; 11:39 a. m.]

PART 410—PURCHASE AND SUPPLY SECTION

AUTHORIZING PURCHASE OF SUPPLIES AND CONTRACTS FOR RECURRING SERVICES

Section 410.07 (a) (3)[1] is amended to read as follows:

§ 410.07 *Authorization to incur expense.* (a) * * *

(3) Purchases of supplies, equipment, services not otherwise provided for, and contracts for recurring services, exceeding $500.00 for the use of the Comptroller's and Treasurer's Divisions in the Home Office, shall be approved by the Vice-Chairman of the Board; and

(Effective date June 30, 1941.)

(Secs. 4 (a), 4 (k) of Home Owners' Loan Act of 1933, 48 Stat. 129, 132 as amended by Section 13 of the Act of April 27, 1934, 48 Stat. 647: 12 U.S.C. 1463 (a), (k))

[SEAL] J. FRANCIS MOORE,
Secretary.

[F. R. Doc. 41-5760; Filed, August 6, 1941; 11:39 a. m.]

[Administrative Order No. 1029]

PART 410—PURCHASE AND SUPPLY SECTION

AUTHORIZATION TO INCUR EXPENSE

Subdivision numbered (1) of the second paragraph of § 410.07-1, which reads "The Budget Director and a Board Member when for the use of the Comptroller's and Treasurer's Divisions" is amended to read "The Vice-Chairman of the Board when for the use of the Comptroller's and Treasurer's Divisions".

(Effective date June 30, 1941.)

(Above procedure promulgated by General Manager and General Counsel pursuant to authority vested in them by the Federal Home Loan Bank Board acting pursuant to Secs. 4 (a), 4 (k) of Home Owners' Loan Act of 1933, 48 Stat. 129, 132, as amended by Section 13 of the Act of April 27, 1934, 48 Stat. 647: 12 U.S.C. 1463 (a), (k).)

[SEAL] J. FRANCIS MOORE,
Secretary.

[F. R. Doc. 41-5761; Filed, August 6, 1941; 11:39 a. m.]

TITLE 30—MINERAL RESOURCES

CHAPTER III—BITUMINOUS COAL DIVISION

[Docket No. A-820]

PART 321—MINIMUM PRICE SCHEDULE, DISTRICT NO. 1

FINDINGS OF FACT, CONCLUSIONS OF LAW, MEMORANDUM OPINION AND ORDER OF THE ACTING DIRECTOR IN THE MATTER OF THE PETITION OF DISTRICT BOARD NO. 1, FOR CHANGES IN PRICE CLASSIFICATIONS AND MINIMUM PRICES ESTABLISHED FOR COALS OF CERTAIN MINES IN DISTRICT NO. 1

This is a proceeding instituted upon an original petition filed with the Bituminous Coal Division on April 16, 1941, by District Board 1, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937. The petition requests changes in the price classification and minimum prices established for the coals of three code-member producers in District 1.

Pursuant to an Order of the Director dated May 15, 1941, and after due notice to all interested parties, a hearing was held in this matter on July 1, 1941, before Charles O. Fowler, a duly designated Examiner of the Bituminous Coal Division at a hearing room of the Division, Washington, D. C., at which all interested parties were afforded an opportunity to be present, adduce evidence, cross-examine witnesses, and otherwise be heard. Only original petitioner appeared. The preparation and filing of a report by the Examiner was waived and the matter was thereupon submitted to the Acting Director, who has considered the record in this matter.

The petition of the District Board herein requests changes in the price classifications and minimum prices established for the coals in Size Group 3 for both truck and rail shipments of the Parker Mine (Mine Index No. 358) of The Cumberland Parker Seam Coal Corporation, the May Mine (Mine Index No. 2023) of Harvey May, and the Winslow No. 3 Mine (Mine Index No. 545) of Winslow Brothers Coal Company. The operators of these mines are all code members in District 1. The price classifications and minimum prices requested are those shown in the schedules hereto attached.

It appears from the uncontroverted testimony of record that the classifications and minimum prices for the coals of the Parker Mine should be increased as proposed due to the fact that the coals of that mine are superior to the coals produced by other mines now having the same classifications and minimum prices. It further appears that the classifications and minimum prices for the coals of the May Mine and the Winslow No. 3 Mine should be reduced in accordance with the classifications requested because the coals of these two mines are inferior to other coals in District 1 similarly priced and classified. It further appears that the coal seam designated in the Price Schedule for the May Mine is improper and should be changed from "C" to "E."

The evidence shows that the classifications and minimum prices requested will if adopted, reflect the true values of the coals to which they apply and will

[1] 5 F.R. 1066

preserve fair competitive opportunities for the producers thereof as well as other coal producers competing with them.

Upon the basis of the uncontroverted evidence I find and conclude: (1) that the classifications, minimum prices and seam designations shown in the schedules hereto attached for the coal specified therein are proper and should be established; that said classifications and minimum prices are in proper relation to those established for analogous and similar coals in District 1; and (2) that such amendment of the price schedule for District 1 is required in order to effectuate the purposes of section 4 II (a) and section 4 II (b) of the Act and to comply with the standards thereof.

Now, therefore, it is ordered, That commencing fifteen (15) days from the date hereof § 321.7 (*Alphabetical list of code members*) is amended by adding thereto Supplement R, and § 321.24 (*General prices*) is amended by adding thereto Supplement T, which supplements are hereinafter set forth and hereby made a part hereof.

Dated: July 28, 1941.

[SEAL] DAN H. WHEELER,
Acting Director.

PERMANENT EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 1

NOTE: The material contained in these Supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 321, Minimum Price Schedule for District No. 1 and Supplements thereto.

FOR ALL SHIPMENTS EXCEPT TRUCK

§ 321.7 *Alphabetical list of code members*—Supplement R

[Alphabetical listing of code members having railway loading facilities, showing price classification by size group Nos.

Mine index No.	Code member	Mine name	Sub-dist. No.	Seam	Freight origin group No.	1	2	3	4	5
358	Cumberland Parker Seam Coal Corporation, The.	Parker	43	Parker	66	(†)	(†)	(†)	(†)	(†)
2023	May, Harvey	May	32	E	103	(†)	(†)	G	(†)	(†)
545	Winslow Bros. Coal Co	Winslow #3	2	C	121	(†)	(†)	G	(†)	(†)

†Indicates no classifications effective for these size groups.

FOR TRUCK SHIPMENTS

§ 321.24 *General prices*—Supplement T

[Prices in cents per net ton for shipment into all market areas]

Code member index	Mine index No.	Mine	Sub. dist. No.	County	Seam	All lump coal double screened top size 2" and over	Double screened top size 2" and under	Run of mine modified R/M	2" and under slack	¾" and under slack
						1	2	3	4	5
Cumberland Parker Seam Coal Corporation, The.	358	Parker	43	Allegany	Parker	------	------	230	----	----
May, Harvey	2023	May	32	Somerset	E	------	------	215	----	----
Winslow Bros. Coal Co	545	Winslow #3	2	Elk	C	------	------	215	----	----

[F. R. Doc. 41-5685; Filed, August 4, 1941; 10:50 a. m.]

[Docket No. A-860]

PART 331—MINIMUM PRICE SCHEDULE, DISTRICT NO. 11

ORDER GRANTING TEMPORARY RELIEF AND CONDITIONALLY PROVIDING FOR FINAL RELIEF IN THE MATTER OF THE PETITION OF DISTRICT BOARD 11 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATONS AND MINIMUM PRICES FOR THE COALS OF CERTAIN MINES IN DISTRICT NO. 11

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, requesting the establishment of price classifications and minimum prices for the coals of certain mines in District No. 11; and

It appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

No petitions of intervention having been filed with this Division in the above-entitled matter; and

The following action being deemed necessary in order to effectuate the purposes of the Act;

It is ordered, That, pending final disposition of the above-entitled matter, temporary relief be, and the same hereby is, granted as follows: Commencing forthwith, § 331.5 (*Alphabetical list of code members*) is amended by adding thereto Supplement R–I, and § 331.10 (*Special prices: Railroad locomotive fuel*) is amended by adding thereto Supplement R–II, which supplements are hereinafter set forth and hereby made a part hereof.

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter, and applications to stay, terminate, or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this Order, pursuant to Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

It is further ordered, That the relief herein granted shall become final sixty (60) days from the date of this Order, unless it shall otherwise be ordered.

Dated: July 18, 1941.

[SEAL] DAN H. WHEELER,
Acting Director.

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 11

NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 331, Minimum Price Schedule for District No. 11 and Supplements thereto.

FOR ALL SHIPMENTS EXCEPT TRUCK

§ 331.5 *Alphabetical list of code members*—Supplement R–I

Mine index No.	Name of code member	Mine	Seam	Sub-dist.	Freight origin group No.	Price group
[1] 827	Mt. Pleasant Mining Corporation	Mt. Pleasant	V	BC	32	3
[2] 581	Pike Coal Co	Pike	V	PA	12	10
[3] 888	Pirkle Mine (Gerald Pirkle)	Pirkle	V	PA	12	10
129	Steele & Harris (Ray H. Harris)	Steele & Harris	V	LS	61	9

[1] Mine Index No. 827 shall be included in Price Group 3 and for shipment into various market areas shall be accorded the prices shown for other mines in Price Group 3 listed in Price Schedule No. 1 for District No. 11 for All Shipments Except Truck. On account of differences in freight rates, Mine Index No. 827 shall be accorded the same adjustments in f. o. b. mine prices applicable to other mines in freight origin group 32 having the same freight rate.
[2] Mine Index No. 581 shall be included in Price Group 10 and for shipment into various market areas shall be accorded the prices shown for other mines in Price Group 10 listed in Price Schedule No. 1 for District No. 11 for all Shipments Except Truck. On account of differences in freight rates, Mine Index No. 581 shall be accorded the same adjustments in f. o. b. mine prices applicable to other mines in freight origin group 12 having the same freight rate.
[3] Mine Index No. 888 shall be included in Price Group 10 and for shipment into various market areas shall be accorded the prices shown for other mines in Price Group 10 listed in Price Schedule No. 1 for District No. 11 for All Shipments Except Truck. On account of differences in freight rates, Mine Index No. 888 shall be accorded the same adjustments in f. o. b. mine prices applicable to other mines in freight origin group 12 having the same freight rate.
[4] Mine Index No. 129 shall be included in Price Group 9 and for shipment into various market areas shall be accorded the prices shown for other mines in Price Group 9 listed in Price Schedule No. 1 for District No. 11 for All Shipments Except Truck. On account of differences in freight rates, Mine Index No. 129 shall be accorded the same adjustments in f. o. b. mine prices applicable to other mines in freight origin group 61 having the same freight rate.

§ 331.10 *Special prices: Railroad locomotive fuel*—Supplement R–II

Mine index No.	Name of code member	Mine	Seam	Sub-dist.	Freight origin group No.	Price group
[1] 827	Mt. Pleasant Mining Corporation	Mt. Pleasant	V	BC	32	3
[2] 581	Pike Coal Co	Pike	V	PA	12	10
[3] 888	Pirkle Mine (Gerald Pirkle)	Pirkle	V	PA	12	10
[4] 129	Steele & Harris (Ray H. Harris)	Steele & Harris	V	LS	61	9

[1] Mine Index No. 827 shall be accorded the same prices for railroad locomotive fuel as those shown for Mine Index Nos. 22, 39, 47, 59, 75, 94 in § 331.10 in Price Schedule No. 1 for District No. 11 for All Shipments Except Truck.
[2] Mine Index No. 581 shall be accorded the same prices for railroad locomotive fuel as those shown for Mine Index Nos. 5, 57, 58, 80, 81, 87, 88 in § 331.10 in Price Schedule No. 1 for District No. 11 for All Shipments Except Truck.
[3] Mine Index No. 888 shall be accorded the same prices for railroad locomotive fuel as those shown for Mine Index Nos. 5, 57, 58, 80, 81, 87, 88 in § 331.10 in Price Schedule No. 1 for District No. 11 for All Shipments Except Truck.
[4] Mine Index No. 129 shall be accorded the same prices for railroad locomotive fuel as those shown for Mine Index Nos. 10, 63, 65, 71, 78, 102, 108 in § 331.10 in Price Schedule No. 1 for District No. 11 for All Shipments Except Truck.

[F. R. Doc. 41–5711; Filed, August 5, 1941; 10:15 a. m.]

PART 334—MINIMUM PRICE SCHEDULE, DISTRICT NO. 14

ORDER GRANTING TEMPORARY RELIEF AND CONDITIONALLY PROVIDING FOR FINAL RELIEF IN THE MATTER OF THE PETITION OF DISTRICT BOARD 14 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF CERTAIN MINES IN DISTRICT NO. 14

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, requesting the establishment, both temporary and permanent, of price classifications and minimum prices for the coals of certain mines in District No. 14 not heretofore classified and priced; and

It appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

No petitions of intervention having been filed with the Division in the above-entitled matter; and

It appearing that this action is necessary in order to effectuate the purposes of the Act;

It is ordered, That, pending final disposition of the above-entitled matter, temporary relief is granted as follows: Commencing forthwith, § 334.5 (*Alphabetical list of code members*) is amended by adding thereto Supplement R, and § 334.24 (*General prices for shipment into all market areas*) is amended by adding thereto Supplement T, which supplements are hereinafter set forth and hereby made a part hereof.

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter and applications to stay, terminate or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this Order, pursuant to the Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

It is further ordered, That the relief herein granted shall become final sixty (60) days from the date of this Order, unless the Director shall otherwise order.

No relief is granted herein for the coals of the Cavanal Mine, nor for the coals of the Kistler Mine (Mine Index No. 203) in Size Groups 4, 14 and 18, nor for the coals of the Big Vein Coal Co. Mine (Mine Index No. 520) in Size Groups 6, 7, 8 and 10, nor for the coals of the Tornado #1 Mine (Mine Index No. 495) for the reasons set forth in the order designating that portion of Docket No. A–928 relating to such coals as Docket No. A–928, Part II.

Dated: July 28, 1941.

[SEAL] DAN H. WHEELER,
Acting Director.

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 14

NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 334, Minimum Price Schedule for District No. 14 and Supplements thereto.

FOR ALL SHIPMENTS EXCEPT TRUCK

§ 334.5 *Alphabetical list of code members*—Supplement R

[Alphabetical list of code members showing price classification by size group for all uses except railroad locomotive fuel]

Mine index No.	Code member	Mine name	Prod. group No.	Frt. origin grp. No.	Price classification by size group																			
					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
520	Big Vein Coal Co. (E. C. Farris)	Big Vein Coal Co	1	14	----	----	B	----	----	----	----	----	----	----	----	----	----	A	A	A	----	A	----	----
518	Blackard, C. O	Mine #2	2	14	----	----	E	----	----	----	----	----	----	----	----	----	----	B	B	B	----	Q	----	----
508	Economy Coal Co. (Garland Tinsley)	Economy #2	4	14	----	----	E	----	----	----	----	----	----	----	----	----	----	B	----	----	----	Q	----	----
515	Foster, Wallace	Foster	2	14	----	----	A	----	----	H	H	H	----	----	----	----	----	B	----	----	----	I	----	----
203	Kistler Coal Company	Rock Island	6	18	----	----	----	----	----	K	M	M	----	----	F	----	----	----	B	B	----	----	----	----

FOR TRUCK SHIPMENTS

§ 334.24 *General prices for shipment into all market areas*—Supplement T

[Prices in cents per net ton for shipment into all market areas]

Code member index	Mine index No.	Mine	County	Subdist. No.	Prices and size group Nos.																			
					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Big Vein Coal Co. (E. C. Farris)	520	Big Vein Coal Co	Johnson	1	----	----	400	----	----	----	----	----	----	----	----	----	----	200	200	200	----	450	----	----
Blackard, C. O	518	Mine #2	Franklin	2	----	----	355	----	----	----	----	----	----	----	----	----	----	135	115	105	----	270	----	----
Economy Coal Co. (Garland Tinsley)	508	Economy #2	Franklin	4	----	----	355	----	----	----	----	----	----	----	----	----	----	135	----	----	----	270	----	----
Foster, Wallace	515	Foster	Johnson	2	----	----	425	----	----	425	425	425	----	----	----	----	----	135	----	----	----	350	----	----
Kistler Coal Company	203	Rock Island	Le Flore	6	----	----	----	----	----	405	395	395	----	----	355	----	----	----	115	105	----	----	----	----

[F. R. Doc. 41-5712; Filed, August 5, 1941; 10:15 a. m.]

TITLE 31—MONEY AND FINANCE: TREASURY

CHAPTER I—MONETARY OFFICES, DEPARTMENT OF THE TREASURY

PART 131—GENERAL LICENSES UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED, AND REGULATIONS ISSUED PURSUANT THERETO

AMENDMENT OF GENERAL LICENSE NO. 53 UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED,[1] AND REGULATIONS ISSUED PURSUANT THERETO, RELATING TO TRANSACTIONS IN FOREIGN EXCHANGE, ETC.[2]

General License No. 53 is hereby amended to read as follows:

§ 131.53 *General License No. 53.* (1) A general license is hereby granted licensing all transactions ordinarily incident to the importing and exporting of goods, wares and merchandise between the United States and any of the members of the generally licensed trade area or between the members of the generally licensed trade area if (i) such transaction is by, or on behalf of, or pursuant to the direction of any national of a blocked country within the generally licensed trade area, or (ii) such transaction involves property in which any such national has at any time on or since the effective date of the Order had any interest: *Provided,* The following terms and conditions are complied with:

(a) Such transaction is not by, or on behalf of, or pursuant to the direction of (i) any person whose name appears on "The Proclaimed List of Certain Blocked Nationals," or (ii) any blocked country or national thereof not within the generally licensed trade area;

(b) Such transaction does not involve property in which (i) any person whose name appears on "The Proclaimed List of Certain Blocked Nationals," or (ii) any blocked country or national thereof not within the generally licensed trade area, has at any time on or since the effective date of the Order had any interest; and

(c) Any banking institution within the United States, prior to issuing, confirming or advising letters of credit, or accepting or paying drafts drawn, or reimbursing themselves for payments made, under letters of credit, or making any other payment or transfer of credit, in connection with any importation or exportation pursuant to this general license, or engaging in any other transaction herein authorized, shall satisfy itself (from the shipping documents or otherwise) that: (i) any such transaction is incident to a bona fide importation or exportation and is customary in the normal course of business, and that the value of such importation or exportation reasonably corresponds with the sums of money involved in financing such transaction; and (ii) such importation or exportation is or will be made pursuant to all the terms and conditions of this license.

(2) Subject to all other terms and conditions of this general license any national of a blocked country doing business within the United States pursuant to a license is also hereby authorized, while so licensed, to engage in any transaction referred to in paragraph (1) to the same extent that such national is licensed to engage in such transaction involving persons within the generally licensed trade area who are not nationals of a blocked country.

(3) As used in this general license:

(a) The term "generally licensed trade area" shall mean the following:

(i) the American Republics, i. e., (1) Argentina, (2) Bolivia, (3) Brazil, (4) Chile, (5) Colombia, (6) Costa Rica, (7) Cuba, (8) the Dominican Republic, (9) Ecuador, (10) El Salvador, (11) Guatemala, (12) Haiti, (13) Honduras, (14) Mexico, (15) Nicaragua, (16) Panama, (17) Paraguay, (18) Peru, (19) Uruguay, and (20) Venezuela;

(ii) the British Commonwealth of Nations, i. e., (1) the United Kingdom (England, Wales, Scotland and Northern Ireland), (2) the British Dominions (Canada, Australia, New Zealand, the Union of South Africa and Newfoundland), (3) Eire, (4) The Isle of Man, (5) India, (6) Egypt, (7) Anglo-Egyptian Sudan, (8) Iraq, (9) all colonies and protectorates under the British Crown, and (10) all mandated territories administered by the United Kingdom or by any British Dominion;

(iii) the Union of Soviet Socialist Republics;

(iv) the Netherlands East Indies;

(v) the Netherlands West Indies;

(vi) the Belgian Congo and Ruanda-Urundi;

(vii) Greenland; and

(viii) Iceland.

(b) The term "member" of the generally licensed trade area shall mean any of the foreign countries or political subdivisions comprising the generally licensed trade area.

(c) The term "any national of a blocked country within the generally licensed trade area" shall mean any national of a blocked country who was situated within and doing business within such area on and since June 14, 1941.

(d) The term "The Proclaimed List of Certain Blocked Nationals" shall mean "The Proclaimed List of Certain Blocked Nationals" as amended and supplemented promulgated pursuant to the Proclamation of July 17, 1941.

[SEAL] E. H. FOLEY, Jr.,
Acting Secretary of the Treasury.

[F. R. Doc. 41-5757; Filed, August 6, 1941; 11:08 a. m.]

[1] 6 F.R. 2397.

[2] Sec. 5 (b), 40 Stat. 415 and 966; Sec. 2, 48 Stat. 1; 54 Stat. 179; E.O. 8389, April 10, 1940, as amended by E.O. 8785, June 14, 1941, and E.O. 8832, July 26, 1941; Regulations, April 10, 1940, as amended June 14, 1941, and July 26, 1941.

TITLE 32—NATIONAL DEFENSE

CHAPTER VI—SELECTIVE SERVICE SYSTEM

[Order No. 18]

DENISON CAMP PROJECT

I, Lewis B. Hershey, Deputy Director of Selective Service, in accordance with the provisions of section 5 (g) of the Selective Training and Service Act of 1940 and pursuant to authorization and direction contained in Executive Order No. 8675 dated February 6, 1941, hereby designate the Denison Camp project to be work of national importance. Said camp, located at Denison, Crawford County, Iowa, will be the base of operations for soil conservation work in the State of Iowa, and registrants under the Selective Training and Service Act, who have been classified by their local boards as conscientious objectors to both combatant and noncombatant military service and have been placed in Class IV-E, may be assigned to said camp in lieu of their induction for military service.

The work to be undertaken by the men assigned to said Denison Camp will consist of the establishment of a program tending to develop sound land use practices which will prevent the spread of erosion, and shall be under the technical direction of the Soil Conservation Service of the United States Department of Agriculture insofar as concerns the planning and direction of the work program. The camp, insofar as camp management is concerned, will be under the direction of approved representatives of the National Service Board for Religious Objectors. Men shall be assigned to and retained in the camp in accordance with the provisions of the Selective Service Act and Regulations and orders promulgated thereunder. Administrative and directive control shall be under the Selective Service System through the Camp Operations Division of National Selective Service Headquarters.

LEWIS B. HERSHEY,
Deputy Director.

AUGUST 2, 1941.

[F. R. Doc. 41-5737; Filed, August 5, 1941; 2:49 p. m.]

[Order No. 19]

BUCK CREEK CAMP PROJECT

I, Lewis B. Hershey, Deputy Director of Selective Service, in accordance with the provisions of section 5 (g) of the Selective Training and Service Act of 1940 and pursuant to authorization and direction contained in Executive Order No. 8675 dated February 6, 1941, hereby designate the Buck Creek Camp project to be work of national importance. Said camp, located at Marion, McDowell County, North Carolina, will be the base of operations for park and forestry work on the Blue Ridge Parkway, North Caro-

lina, and registrants under the Selective Training and Service Act, who have been classified by their local boards as conscientious objectors to both combatant and noncombatant military service and have been placed in Class IV–E, may be assigned to said camp in lieu of their induction for military service.

The work to be undertaken by the men assigned to said Buck Creek Camp will consist of the construction, improvement and maintenance of park, parkway, and recreational facilities, including roads, trails, utilities and park structures, and the restoration, conservation and protection of national resources by reforestation, erosion control and fire presuppression, and shall be under the technical direction of the National Park Service of the Department of the Interior insofar as concerns the planning and direction of the work program. The camp, insofar as camp management is concerned, will be under the direction of approved representatives of the National Service Board for Religious Objectors. Men shall be assigned to and retained in the camp in accordance with the provisions of the Selective Service Act and Regulations and orders promulgated thereunder. Administrative and directive control shall be under the Selective Service System through the Camp Operations Division of National Selective Service Headquarters.

LEWIS B. HERSHEY,
Deputy Director.

AUGUST 2, 1941.

[F. R. Doc. 41–5738; Filed, August 5, 1941; 2:49 p. m.]

[Amendment No. 79]

SELECTIVE SERVICE REGULATIONS

AN AMENDMENT TO PROVIDE A MEANS OF AUTHORIZING EXAMINING PHYSICIANS TO ACT FOR ANY LOCAL BOARD WITHIN THE STATE

By virtue of the provisions of the Selective Training and Service Act of 1940 (54 Stat. 885) and the authority vested in me by the rules and regulations prescribed by the President thereunder, I hereby amend, effective fifteen (15) days after the filing hereof with the Federal Register, the Selective Service Regulations, Volume One, Section V,[1] paragraph 134, by deleting the present paragraph 134 and substituting therefor the following:

134. *Local boards: Examining physicians (medical or dental).* The President shall, from qualified persons recommended by the Governor, appoint at least one examining physician (medical) for each local board and may, from qualified persons recommended by the Governor, appoint such additional examining physicians (medical or dental) for each local board as he deems necessary for the examination of the registrants of such local board. All examining physicians shall take the prescribed oath (Form 21), which shall be sent to the Governor for filing. The Governor may authorize any duly appointed examining physician to examine registrants for any local board within the State; such an examining physician, upon acting under such authority, shall sign the Report of Physical Examination (Form 200).

LEWIS B. HERSHEY,
Deputy Director.

JULY 30, 1941.

[F. R. Doc. 41–5736; Filed, August 5, 1941; 2:49 p. m.]

[1] 5 F.R. 3782.

[Amendment No. 80]

SELECTIVE SERVICE REGULATIONS

PROVIDING FOR THE CONFIDENTIAL NATURE OF LOCAL BOARD RECORDS

By virtue of the provisions of the Selective Training and Service Act of 1940 (54 Stat. 885) and the authority vested in me by the rules and regulations prescribed by the President thereunder, I hereby amend, effective fifteen days after the filing of this amendment with the Division of the Federal Register, the Selective Service Regulations, Volume One, Section VIII,[1] Paragraphs 165 and 166 by striking out both such paragraphs in their entirety and substituting therefor the following:

165. *Records: Confidential records.* *a.* Except as hereinafter provided, the records of a registrant shall be confidential which relate to the following subjects:

(1) His earnings or income.
(2) His dependency status.
(3) His physical or mental condition.
(4) His court record.
(5) His previous military service.

b. The fact that dependency has been claimed, and the names and addresses of the claimed dependents, shall not be confidential and may be disclosed or furnished.

c. The records relating to physical or mental condition shall not be confidential under the circumstances and to the extent following:

(1) Such records may be disclosed or furnished by the examining physician or member of the medical advisory board to the appropriate civil authorities where such persons are required by law to report diseases or defects noted therein.

(2) Where, for the purpose of cooperating in his own rehabilitation, the registrant has waived in writing the confidential nature of such records, the same may be disclosed or furnished to or examined by any person individually designated, or within a group described and designated, by the State Director of Selective Service or the Director of Selective Service as interested in such rehabilitation.

d. The records relating to the court record of a registrant shall not be confidential as to the persons designated in this subparagraph, and may be disclosed or furnished to or examined by such persons, namely: peace officers of the United States and the several States and subdivisions thereof; courts and officers of courts of the United States and the several States and subdivisions thereof; proper representatives of the armed forces.

e. Records relating to previous military service shall not be confidential as to proper representatives of the armed forces and may be disclosed or furnished to or examined by them.

f. No records shall be confidential as to the persons designated in this subparagraph, and any record may be disclosed or furnished to or examined by such persons, namely:

(1) The registrant, or any person having written authority from the registrant.

(2) The members and clerical and stenographic employees of the local board or medical advisory board or board of appeal, the examining physician, and the government appeal agent or associate government appeal agent, dealing with the registrant's case; proper representatives of the State Director of Selective Service or the Director of Selective Service; United States Attorneys and their duly authorized representatives.

(3) Any other Federal official or employee, but only to the extent that such other Federal official or employee is specifically authorized in writing by the State Director of Selective Service or the Director of Selective Service.

g. In the prosecution of a registrant or any other person for a violation of the Selective Training and Service Act of 1940 or any amendment thereof or the Selective Service Regulations or any orders or directions made pursuant to any of such Acts or Regulations, or for perjury, all records of the registrant shall be produced and published in response to the subpoena or summons of the court in which such prosecution is pending.

h. The making or filing of a claim or action for damages against the Government or any person based on acts in the performance of which the record of a registrant or any part thereof was compiled, shall be a waiver of the confidential nature of all such records, and in addition all such records shall be produced and published in response to the subpoena or summons of the tribunal in which such claim or action is pending.

i. For the purposes of this paragraph, the following words with regard to the records of or information as to any registrant shall have the meaning ascribed to them as follows:

[1] 5 F.R. 3783.

(1) "Disclose" shall mean a verbal or written statement concerning any such record or information;

(2) "Furnish" shall mean providing in substance or verbatim a copy of any such record or information;

(3) "Examine" shall mean a visual inspection and examination of any such record or information at the office of the local board or board of appeal as the case may be.

166. *Records: Records open to public information.* All records other than those declared to be confidential by Paragraph 165 shall be available for public information, provided that inquiries do not interfere with the dispatch of local board business. Neither a registrant nor anyone else (except those mentioned in subdivisions (2) and (3) of subparagraph *f* of paragraph 165) shall be entitled to search or handle the record. It shall be the duty of the custodian of such records to read, and, if necessary, point out the information requested.

LEWIS B. HERSHEY,
Deputy Director.

JULY 30, 1941

[F. R. Doc. 41-5735, Filed, August 5, 1941; 2:48 p. m.]

TITLE 32—NATIONAL DEFENSE

CHAPTER IX—OFFICE OF PRODUCTION MANAGEMENT

SUBCHAPTER B—PRIORITIES DIVISION

PART 940—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

Amendment to General Preference Order No. M-15 To Conserve the Supply and Direct the Distribution of Rubber

(a) Section 940.1 (*General Preference Order No. M-15*)[1] is hereby amended as follows:

(1) Paragraph (c) (1) of said section is hereby amended to read as follows:

(c) (1) Except as hereinafter provided, each Processor of Rubber shall, during each calendar month of the second half of the year 1941, limit his total consumption or processing of Rubber, including that obtained from the Rubber Reserve Company, from his own inventory or from any other source, to an amount (hereinafter termed his "quota") not to exceed the following percentages of his average monthly consumption or processing of Rubber from all sources during the twelve months period commencing on April 1, 1940, and ending on March 31, 1941:

	Percent
July	99
August	94
September	89
October	84
November	82
December	80

[1] 6 F.R. 3060.

Provided, however, That a Processor who consumes or processes less than his quota in a particular month may add the amount so unconsumed or unprocessed to any subsequent quota or quotas. *Provided, further,* That by special directions issued to a Processor, the Director of Priorities may fix a different quota for such Processor during a stated period. Directions other than those to permit the satisfaction of defense requirements, direct and indirect, will be issued by the Director of Priorities in accordance with any Civilian Allocation Program issued by the Office of Price Administration and Civilian Supply, or with any modification thereof which said Office may make from time to time.

(b) This Amendment shall take effect on the 4th day of August 1941.

(O.P.M. Reg. 3, Mar. 7, 1941, 6 F.R. 1596; E.O. 8629, Jan. 7, 1941, 6 F.R. 191; Sec. 2 (a), Public No. 671, 76th Congress)

Issued this 4th day of August 1941.

E. R. STETTINIUS, Jr.,
Director of Priorities.

[F. R. Doc. 41-5734; Filed, August 5, 1941; 1:35 p. m.]

Notices

WAR DEPARTMENT.

[Contract No. W-271-ORD-532]

SUMMARY OF EMERGENCY PLANT FACILITIES CONTRACT

CONTRACTOR: GIDDINGS & LEWIS MACHINE TOOL COMPANY, FOND DU LAC, WISCONSIN

Contract[1] for: Expansion of machine tool facilities.

Place: Fond du Lac, Wisconsin.

Estimated cost of emergency plant facilities: $1,175,000.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following Procurement Authority E. P. & E. S. ORD 8239 P-2-3052 A 0141 01, the available balance of which is sufficient to cover the cost of the same.

This contract entered into this 4th day of March, 1941.

ARTICLE I. *Emergency plant facilities to be acquired or constructed.* 1. The Contractor shall, with due expedition by contract with others or otherwise, acquire or construct at Fond du Lac, Wisconsin the Emergency Plant Facilities generally described below and set forth in further detail in Appendix A hereto annexed, furnishing or causing to be furnished the labor, materials, tools, machinery, equipment, facilities, supplies and services, and doing or causing to be done all other things necessary for the acquisition and construction of such Emergency Plant Facilities. The Emergency Plant Facilities are designated as constituting a Separate Complete Plant and shall be in general accordance with the drawings, specifications and instructions set forth in Appendix A.

It is estimated that the total cost of the acquisition and construction of the Emergency Plant Facilities will be approximately one million one hundred seventy-five thousand dollars ($1,175,000.00).

2. The Contractor may at any time make changes in or additions to the drawings and specifications.

3. The title to all the Emergency Plant Facilities shall be in the Contractor. The Contractor shall, however, allow no mortgage or other lien to be an encumbrance upon the Emergency Plant Facilities (including the lien of any mortgage now existing upon property of the Contractor and any lien existing upon the Facilities prior to their acquisition), and shall make no conveyance or transfer of such Facilities or of any item thereof, unless the written consent thereto of the Secretary of War or his duly authorized representative is first obtained (except as otherwise provided in section 2 of Article IV): *Provided,* That in the event of the assignment of claims arising out of this contract in accordance with the provisions of Article VII hereof, the Government will not, because a mortgage or other lien has become an encumbrance upon the Emergency Plant Facilities in violation of the provisions of this section, refuse payment of sums due as Government Reimbursement for Plant Costs in excess of the indebtedness secured by such mortgage or other lien.

6. Except as provided in sections 4 and 5 of this Article, no salaries of the Contractor's executive officers, no part of the expense incurred in conducting the Contractor's main office or regularly established branch offices, and no overhead expenses of the Contractor of any kind shall be included in the cost of the work as set forth in the Final Cost Certificate. Interest on funds expended, as shown by the monthly and annual statements provided for under section 5 of this Article, shall be included in such cost.

7. The Contractor shall, to the extent of its ability, take all cash and trade discounts, rebates, allowances, credits, salvage, commissions and bonifications available to the Contractor, and when unable to take advantage of such benefits it shall promptly notify the Contracting Officer in writing to that effect and the reason therefor. In determining the actual net cost of articles and materials of every kind required for the purpose of this contract, there shall be deducted from the gross cost thereof all such cash and trade discounts, rebates, allowances, credits, salvage, commissions and bonifications which have accrued to the benefit of the Contractor, or would so have accrued except for the fault or neglect of the Contractor. Such ben-

[1] Approved by the Under Secretary of War March 31, 1941.

efits lost through no fault or neglect on the part of the Contractor shall not be deducted from gross costs.

8. In the event that, after the filing of the Final Cost Certificate in connection with the Emergency Plant Facilities described in Appendix A, the Contracting Officer shall determine that further Emergency Plant Facilities, either in connection with a Complete Separate Plant or an addition to an Existing Plant are required for the purpose contemplated in this contract, he may enter into a contract amending this contract and Appendix A and subject to the limitations of section 1 of Article II the additional cost of such further Emergency Plant Facilities shall be determined by the filing of an amendment to the Final Cost Certificate in the same manner as hereinbefore provided in respect of the Final Cost Certificate.

ART. II. *Payments to contractor by Government.* 1. The amount to be paid by the Government to the Contractor under this contract in respect of the Emergency Plant Facilities set forth in Appendix A, as from time to time amended, shall, subject to the provisions of section 2 of this Article, be the total amount set forth in the Final Cost Certificate.

ART. III. *Disposition of emergency plant facilities on termination or completion of contract.* 1. *Notice of termination.* The Contracting Officer may at any time give written notice (hereinafter called the Termination Notice) to the Contractor terminating this contract; and upon receipt of the Termination Notice the Contractor shall, in the event that the acquisition and construction of the Emergency Plant Facilities shall not have been completed, proceed with the steps to be taken by it under section 5 of Article II.

2. *Rights of the contractor.* (a) The Contractor shall have the right, exercisable by a written notice (hereinafter referred to as the Retention Notice) given within 90 days (1) after the giving of a termination notice by either party, or (2) after the termination of this contract under section 2 of Article II hereof to retain under this paragraph for its own use outright, free of any interest of the Government, and/or to negotiate under paragraph (b) hereof for such retention of the Separate Complete Plant and/or of any item or group of items constituting a Complete Addition to an Existing Plant or of the entire Emergency Plant Facilities.

(c) In respect of any of the Emergency Plant Facilities not designated in the Retention Notice for either retention by the Contractor or for negotiation, the Contractor shall promptly after the giving of the Retention Notice transfer the same to the Government free and clear of all mortgages and liens not theretofore consented to by the Secretary of War or his duly authorized representative. If no Retention Notice be given within the time allowed for such notice under section 2 of this Article, the Contractor shall promptly upon the termination of the time allowed for such notice transfer the entire Emergency Plant Facilities to the Government free and clear of all mortgages and liens not theretofore consented to by the Secretary of War or his duly authorized representative.

(e) To the extent permitted by law, the Contractor shall have the right, with respect to any facilities not retained by the Contractor under paragraph (a) or (b) of this section, to negotiate with the Contracting Officer with reference to the leasing of all or any part thereof for such period and upon such terms which may include provision for renewal and an option to purchase the same as the Contractor and the Contracting Officer may agree upon, subject to the approval of the Secretary of War or his duly authorized representative.

3. *Rights of the Government.* The Contractor agrees to furnish promptly to the Government in regard to any Emergency Plant Facility which it transfers to the Government under any provision of section 2 of this Article, without extra compensation therefor, all designs, drawings, specifications, blue prints, notes and data directly pertaining to such facilities only and which are a part of such facilities, including those relating to equipment, dies, tools, jigs and fixtures which are a part of such facilities.

ART. IV. *Loss or destruction of facilities and maintenance.* 1. In the event that all of the Emergency Plant Facilities or any item or group of items thereof shall, prior to the transfer by the Contractor to the Government, be destroyed or damaged by the operation of any risk required to be covered in respect of such facilities by insurance under section 3 of Article 1 hereof, or of any risk in respect thereof actually covered by insurance carried by the Contractor, the Contractor shall immediately notify in writing the Contracting Officer and may on its own initiative, and the Government may by written notice given within 60 days require the Contractor to apply the proceeds of the insurance coverage in respect of such facilities to the restoration, reconditioning or replacement thereof.

If on the termination of this contract, any property included in the Emergency Plant Facilities retained by the Contractor or any other property of the Contractor is located in any building or on any land included in the Emergency Plant Facilities transferred to the Government, the Contractor may, and promptly upon request of the Contracting Officer shall, remove such property in a neat and workmanlike manner, leaving such land or building and the Government-owned equipment therein in as good condition as before such removal without defects or obstructions caused thereby.

ART. VII. *Assignment of contractor's claims.* 1. Claims for monies due or to become due to the Contractor from the Government arising out of this contract may be assigned to any bank, trust company or other financing institution, including any Federal lending agency, and any such assignment may cover all or any part of any claim or claims arising or to arise out of this contract and may be made to any one or more such institutions or to any one party as agent or trustee for two or more such institutions participating in the financing of this contract. Any claims so assigned may be subject to further assignment; and any bond, promissory note or other evidence of indebtedness secured by any such assignment may be rediscounted, hypothecated as collateral for a loan or credit, or sold with or without recourse. In the event of the assignment or reassignment of any claim for monies due or to become due under this contract the assignee thereof shall file written notice of the assignment or reassignment together with a true copy of the instrument of assignment or reassignment with (a) the General Accounting Office of the Government, (b) the Contracting Officer or the Secretary of War, (c) the surety or sureties upon the bond or bonds, if any, in connection with such contract, and (d) with the disbursing officer * * *, who is hereby designated to make all payments under this contract. In no event shall copies of any plans, specifications or other similar documents marked "secret", "confidential" or "restricted" and annexed or attached to this contract be furnished to any assignee of any claim arising under this contract or to any other person not otherwise entitled to receive the same.

ART. XII. *Tax amortization.* In the event that the Contractor makes application to the Advisory Commission to the Council of National Defense and to the Department of War for a certificate with respect to items contained in this contract or the necessity for any item or group of items of the Emergency Plant Facilities under Sections 23 and 124 of the Internal Revenue Code in accordance with rules governing such applications and the Contractor is thereafter refused the issuance of such certificate by either such Commission or the Department of War this contract shall terminate forthwith with the same effect as though a termination notice had been filed pursuant to Section 1 or Article III hereof.

This contract is authorized by the following laws:

Act of July 2, 1940 (Public No. 703, 76th Congress).

Act of September 9, 1940 (Public No. 781, 76th Congress).

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director
of Purchases and Contracts.

[F. R. Doc. 41–5752; Filed, August 6, 1941; 10:28 a. m.]

[Contract No. W 398-qm-9738; O. I. #3537]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: INTERNATIONAL HARVESTER COMPANY, WASHINGTON, D. C.

Contract for: * * * Trucks * * * Cargo.

Amount: $1,400,852.25.

Place: Holabird Quartermaster Depot, Baltimore, Maryland.

This contract, entered into this 25th day of March 1941.

Scope of this contract. The contractor shall furnish and deliver * * * Trucks * * * Cargo, total $1,400,852.25 for the consideration stated and in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either $1,000 or 50 percent of the total amount of the contract.

Variations. Quantities listed hereon are subject to increase of not to exceed * * * %. This option to remain in effect until * * *.

Bond: Performance. Amount: $350,213.06.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authority QM 1801 P 37-3053 A 0525.003-01 the available balance of which is sufficient to cover cost of same.

This contract authorized under authority in Sect. 1a, Act of July 2, 1940 (Public No. 703).

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-5751; Filed, August 6, 1941; 10:28 a. m.]

[Supplemental Contract No. A]

SUPPLEMENTAL CONTRACT TO COST-PLUS-A-FIXED-FEE COLLATERAL CONTRACT NO. W 6970 QM-2,[1] DATED OCTOBER 30, 1940, TO CONTRACT NO. W-ORD-478, DATED NOVEMBER 7, 1940, BETWEEN THE UNITED STATES OF AMERICA AND TODD & BROWN, INC., FOR THE CONSTRUCTION OF A SHELL LOADING PLANT AT UNION CENTER, INDIANA (KINGSBURY ORD. PLANT)

CONTRACTOR: BATES & ROGERS CONSTRUCTION CORPORATION 111 WEST WASHINGTON STREET, CHICAGO, ILLINOIS

Estimated cost: Original, $11,111,111; supplemental, $3,597,318; cumulative total, $14,708,429.

Fixed fee: Original, $388,889; supplemental, $69,175; cumulative total, $458,064.

Supplemental contract[2] for: Construction of three (3) additional operating lines to the Shell Loading Plant.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. ORD 6793 P2-3211 A 0141-02 the available balance of which is sufficient to cover the cost of same.

This supplemental contract, entered into this 25th day of June 1941.

There is now in full force and effect between the parties hereto a certain contract which provides for the Construction of a Shell Loading Plant at Union Center, Indiana, bearing date of October 30, 1940, and being identified as Contract No. W 6970 qm-2, (hereinafter referred to as the "principal contract").

The parties do hereby mutually agree that the said principal contract above described shall be and the same is hereby modified in the following manner:

1. Add the following to the description of the construction work now set forth in Article I of the principal contract:

Three (3) additional operating lines (one for each of the three (3) types of Ammunition mentioned herein), hereinafter referred to as the "Additional Lines", having an estimated capacity based on working * * * hours per month.

2. Add to section 1, Article I of the principal contract, a new paragraph between the second and third paragraphs relating to the estimated cost for the supplemental work to read as follows:

The estimated cost of the construction work covered by this supplemental contract exclusive of the contractor's fee is $3,597,318.

3. Add to subparagraph (c) of section 1, Article I of the principal contract a new paragraph relating to the fixed-fee as follows:

A fixed-fee in the amount of $69,175 which shall constitute complete compensation for the Contractor's services under this supplemental contract, including profit and all general overhead expenses.

4. The principal contract, except as modified and amended by this instrument, shall be and remain in full force and effect.

This supplemental contract is authorized by Public No. 703, 76th Congress, Approved July 2, 1940.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-5750; Filed, August 6, 1941; 10:27 a. m.]

[1] 5 F.R. 5062.

[2] Approved by the Under Secretary of War June 30, 1941.

[Supplemental Contract No. A]

SUPPLEMENTAL CONTRACT TO COST-PLUS-A-FIXED-FEE COLLATERAL CONTRACT NO. W 6970 QM-1,[1] DATED OCTOBER 21, 1940, TO CONTRACT NO. W-ORD-478, DATED NOVEMBER 7, 1940, BETWEEN THE UNITED STATES OF AMERICA AND TODD & BROWN, INC., FOR THE CONSTRUCTION OF A SHELL LOADING PLANT AT UNION CENTER, INDIANA (KINGSBURY ORD. PLANT)

CONTRACTOR: GIFFELS & VALLET, INC., 1000 MARQUETTE BLDG., DETROIT, MICHIGAN; AND CHAS. W. COLE & SON, 200 WEST LA SALLE AVE., SOUTH BEND, INDIANA

Estimated cost: Original, $11,500,000; supplemental, $4,584,993; cumulative total including prior changes, $16,084,993.

Fixed fee: Original, $77,330; supplemental, $22,841; cumulative total including prior changes, $100,171.

Supplemental contract[2] for: Architectural-Engineering services in connection with the construction of three additional operating lines to the Shell Loading Plant.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority No. ORD 6793 P2-3211 A 0141-02 the available balance of which is sufficient to cover the cost of same.

This supplemental contract, entered into this 25th day of June 1941.

There is now in full force and effect between the parties hereto a certain contract which provides for the architectural-engineering services in connection with the construction of a Shell Loading Plant at Union Center, Indiana, bearing date of October 21, 1940, and being identified as Contract No. W 6970 qm-1, (hereinafter referred to as the "principal contract").

The parties do hereby mutually agree that the said principal contract above described shall be and the same is hereby modified in the following manner:

1. Add the following to the description of the construction work now set forth in Article I of the principal contract:

Three (3) additional operating lines (one for each of the three (3) types of

[1] 5 F.R. 5061.

Ammunition herein mentioned), hereinafter referred to as the "Additional Lines", having an estimated capacity based on working * * * hours per month.

In addition to the Architect-Engineers' services set forth in the principal contract, the Architect-Engineers shall design and supervise the installation of all equipment incident to the additional work and services set forth above.

2. And a new paragraph at the end of section 1, Article I of the principal contract as follows:

The estimated cost of the work included in this Supplemental Contract is $4,524,995.

4. Delete sub-paragraph "A" of section 1 of Article VI of the principal contract, relating to the fixed-fee and insert in lieu thereof the following:

a. A fixed-fee in the amount of $100,171 which shall constitute complete compensation for the Architect-Engineers' services.

5. The principal contract, except as modified and amended by this instrument shall be and remain in full force and effect.

This supplemental contract is authorized by Public No. 703, 76th Congress, Approved July 2, 1940.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of Purchases and Contracts.

[F. R. Doc. 41-5749; Filed August 6, 1941; 10:27 a. m.]

[Contract No. W-761-ORD-3]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: MESTA MACHINE COMPANY WEST HOMESTEAD, PENNSYLVANIA

Contract[1] for: * * * Guns, * * *.
Amount: $1,863,140.00.
Place: Pittsburgh Ordnance District, Pittsburgh, Pennsylvania.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of same.

Procurement Authority: ORD 50,052 P11-30 A0020-13.

This contract, entered into this 21 day of June 1941.

Scope of this contract. The contractor shall furnish and deliver * * * Guns, * * *, for the total consideration of one million, eight hundred sixty three thousand, one hundred and forty dollars and no cents ($1,863,140.00) in strict accordance with the specifications, schedules and drawings.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Payments will be made on partial deliveries accepted by the Government when requested by the contractor, whenever such payments would equal or exceed either $1,000 or 50 percent of the total amount of the contract.

Use of Government-owned machine tools and equipment. In the manufacture of the guns under this contract, the use of the machine tools and equipment acquired by the Government and leased to the contractor is hereby approved and agreed upon, and the price of the guns to be furnished and delivered by the contractor under this contract is predicated upon such use.

Termination when contractor not in default. If, in the opinion of the Contracting Officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the Contractor be not in default, by a notice in writing relative thereto from the Contracting Officer to the Contractor.

Price adjustment—Labor. The contract price stated in Article I is subject to adjustments for changes in labor costs.

This contract is authorized by the Act of July 2, 1940 (Public No. 703, 76th Congress).

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of Purchases and Contracts.

[F. R. Doc. 41-5748; Filed, August 6, 1941; 10:27 a. m.]

INDUCTION OF THE 1ST BATTALION, 297TH INFANTRY, ALASKA NATIONAL GUARD, EFFECTIVE SEPTEMBER 15, 1941

AUGUST 4, 1941.

TO: COMMANDING GENERAL, FOURTH ARMY, PRESIDIO OF SAN FRANCISCO, CALIFORNIA

1. Pursuant to and in compliance with the provisions of Executive Order Number 8756,[1] May 17, 1941, amending Executive Order Number 8633,[2] January 14, 1941, ordering certain units and members of the National Guard of the United States into the active military service of the United States, effective on dates to be announced in War Department orders, September 15, 1941, is hereby announced as the effective date of induction for the following organization:

Unit	*Territory*
1st Battalion, 297th Infantry	Alaska.

2. Separate instructions will be transmitted for the troop movements to be made following induction.

3. The Governor and the Adjutant General of Alaska are being furnished copies of this letter.

By order of the Secretary of War.

R. G. HERSEY,
Adjutant General.

[F. R. Doc. 41-5753; Filed, August 6, 1941; 10:29 a. m.]

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. A-784]

PETITION OF DISTRICT BOARD 18 FOR CHANGES IN THE MINIMUM PRICES FOR COAL PRODUCED AND SOLD FROM SUBDISTRICT NO. 2 OF DISTRICT 18

ORDER OF THE DIRECTOR

An original petition in this matter having been filed by District Board 18 with the Bituminous Coal Division pursuant to section 4 II (d) of the Bituminous Coal Act of 1937;

A hearing in this matter, pursuant to Orders of the Director, having been held on June 10, 1941, before a duly designated Examiner of the Bituminous Coal Division, at a hearing room thereof in Washington, D. C., at which all interested persons were afforded an opportunity to be present, adduce evidence, cross-examine witnesses, and otherwise be heard;

The parties to this proceeding having waived the preparation and filing of an Examiner's report, and the matter thereupon having been submitted to the Director;

The Director having made Findings of Fact and Conclusions of Law which are filed herewith;

Now, therefore, it is ordered, That the prayers contained in the petition of District Board 18 requesting a reduction in the effective minimum prices established for Subdistrict No. 2 of District No. 18 for shipment to certain destinations in Market Areas 227 and 228 be and they are hereby denied.

Dated: August 5, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-5747; Filed, August 6, 1941; 10:19 a. m.]

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[1] Approved by the Chief of Ordnance June 30, 1941.

[1] 6 F.R. 2474.

[2] 6 F.R. 415.

[Docket No. A-649]

PETITION OF NATIONAL COAL COMPANY, A CODE MEMBER IN DISTRICT NO. 12, REQUESTING MODIFICATION OF THE MINIMUM PRICES ESTABLISHED ON SHIPMENTS OF RAILROAD LOCOMOTIVE FUEL FROM PETITIONER'S NATIONAL MINE (MINE INDEX NO. 33) TO THE MINNEAPOLIS AND ST. LOUIS RAILROAD AND TO THE CHICAGO GREAT WESTERN RAILROAD

MEMORANDUM OPINION AND NOTICE OF AND ORDER FOR REOPENING THE HEARING

The petitioner, pursuant to the provisions of section 4 II (d) of the Bituminous Coal Act of 1937, requested reductions in railroad locomotive fuel prices applicable to its National #1 Mine (Mine Index No. 33), District 12, as follows: From $2.65 to $2.00 per net ton for on-line sales to the Minneapolis and St. Louis Railroad (the "M. & St. L."); and from $3.50 to $2.68 per net ton f.o.b. mine for off-line sales to the Chicago Great Western Railroad (the "C. G. W.") with an absorption of 68 cents per net ton for the connecting line freight charge to Des Moines, Iowa.

Petitions of intervention in opposition to the relief sought were filed by District Boards 10 and 12.

A hearing in this matter was held on March 17 to 19, 1941, before Edward J. Hayes, a duly designated Examiner of the Division, at a hearing room of the Division in Des Moines, Iowa. At the close of the hearing, the parties waived the preparation and filing of a report by the Examiner, and the record was thereupon submitted to the Director.

On July 15, 1941, District Board 12 filed herein its verified motion, alleging that subsequent to the hearing herein material facts and circumstances affecting the right of the petitioner to relief have been altered and changed to such extent that if the petitioner had been entitled to relief at the time of the hearing, it would not now be entitled to relief on the basis of such alleged changed facts and circumstances, and moving the Director to reopen the hearing for the purpose of taking additional evidence.

In particular, District Board 12 alleges in its motion that the petitioner requested a reduction from $2.65 to $2.00 per net ton in railroad locomotive fuel prices when for sale to the M. & St. L. on the ground that it had not been able to sell railroad locomotive fuel to this railroad at the effective minimum price therefor and would not be able to make such sales in the future at such price; that evidence was introduced at the hearing in support of these allegations; that subsequent to the hearing the M. & St. L. has purchased several thousand tons of locomotive fuel from the petitioner at the effective minimum prices; and that it is not true, at the present time, that the effective minimum prices are so high that the petitioner cannot sell its coals to the M. & St. L.

Sufficient reason appears from the foregoing to warrant reopening the hearing in this proceeding for the purpose of taking additional evidence. However, the reopened hearing should be limited so as to preclude any needless reintroduction of evidence already in the record. Accordingly, the hearing will be reopened only for the limited purpose of receiving additional evidence concerning sales and shipments of railroad locomotive fuel by the petitioner and other code members in District 12 to the M. & St. L. and the C. G. W. from March 19, 1941, to the date of the reopened hearing.

Now, therefore, it is ordered, That the hearing in the above-entitled matter be reopened for the limited purpose of receiving additional evidence concerning sales and shipments of railroad locomotive fuel by the petitioner from its National #1 Mine in District 12 and by other code members in District 12 to the Minneapolis and St. Louis Railroad and to the Chicago Great Western Railroad from March 19, 1941, to the date of the reopened hearing.

It is further ordered, That the reopened hearing, as heretofore limited, under the applicable provisions of said Act and the Rules of the Division, be held on September 29, 1941, at 10 a. m. (eastern standard time) at a hearing room of the Bituminous Coal Division, 734 15th Street NW., Washington, D. C. On such day the Chief of the Records Section in Room 502 will advise as to the room in which such hearing will be held.

It is further ordered, That Edward J. Hayes or any other officer or officers of the Bituminous Coal Division designated by the Director thereof for that purpose shall preside at the reopened hearing in this matter. The officer so designated to preside at such hearing is hereby authorized to conduct said hearing, to administer oaths and affirmations, to examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

It is further ordered, That the motion of District Board 12 to reopen the hearing herein be, and it is hereby granted to the extent set forth above, and in all other respects denied.

Notice of such reopened hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings. Any person, who is not already a party, desiring to be admitted as a party to this proceeding may file a petition for leave to intervene in accordance with the Rules and Regulations of the Bituminous Coal Division for Proceedings Instituted Pursuant to section 4 II (d) of the Act. Such petitions of intervention shall be filed with the Bituminous Coal Division at least five days prior to the reopened hearing.

The matter concerned herewith is in regard to a petition of the National Coal Company, a code member in District 12, for the modification of the minimum prices established for shipments of railroad locomotive fuel from the petitioner's National #1 Mine (Mine Index No. 33) to the Minneapolis and St. Louis Railroad and to the Chicago Great Western Railroad.

Dated: August 5, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-5746; Filed, August 6, 1941; 10:18 a. m.]

[Docket No. 1689-FD]

IN THE MATTER OF NATIONAL COAL COMPANY, INC., DEFENDANT

ORDER ALLOWING AMENDMENT TO COMPLAINT AND NOTICE OF AND ORDER FOR HEARING

A complaint, dated May 10, 1941, pursuant to the provisions of sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, having been duly filed on May 17, 1941, by Producers Board for District No. 12, a district board, complainant, with the Bituminous Coal Division alleging wilful violation by the defendant of the Bituminous Coal Code or rules and regulations thereunder; and

The complainant, on July 30, 1941, having moved the Director for permission to amend said complaint, and good cause therefor having been shown;

It is ordered, That the motion of complainant for permission to amend be, and it hereby is, allowed and said complaint is accordingly amended.

It is further ordered, That a hearing in respect to the subject matter of such complaint, as amended, be held on September 8, 1941, at 10 a. m. at a hearing room of the Bituminous Coal Division at the Council Chamber, City Hall, Oskaloosa, Iowa.

It is further ordered, That W. A. Shipman, or any other officer or officers of the Bituminous Coal Division designated by the Director thereof for that purpose, shall preside at the hearing in such matter. The officer so designated to preside at such hearing is hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to such places as he may direct by announcement at said hearing or any adjourned hearing or by subsequent no-

tice, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to said defendant and to all other parties herein and to all persons and entities having an interest in such proceeding. Any person or entity eligible under § 301.123 of the Rules and Regulations Governing Practice and Procedure Before the Bituminous Coal Division in Proceedings Instituted Pursuant to sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, may file a petition for intervention not later than five (5) days before the date herein set for hearing on the complaint.

Notice is hereby given that answer to the complaint, as amended, must be filed with the Bituminous Coal Division at its Washington Office or with any one of the statistical bureaus of the Division, within twenty (20) days after date of service thereof on the defendant; and that any defendant failing to file an answer within such period, unless the Director or the presiding officer shall otherwise order, shall be deemed to have admitted the allegations of the complaint herein and to have consented to the entry of an appropriate order on the basis of the facts alleged.

All persons are hereby notified that the hearing in the above-entitled matter and orders entered therein may concern, in addition to the matters specifically alleged in the complaint herein, as amended, other matters incidental and related thereto, whether raised by further amendment of the complaint, petition for intervention, or otherwise, and all persons are cautioned to be guided accordingly.

The matter concerned herewith is in regard to the complaint and amendment thereto filed by said complainant, alleging wilful violation by the above named defendant of the Bituminous Coal Code or rules and regulations thereunder as follows:

(1) That the defendant, from October 1, 1940 to May 1, 1941, sold and had delivered by rail to the Iowa Power & Light Co., Des Moines, Iowa, or the Des Moines Electric Light Company, Des Moines, Iowa or to both of said companies, several hundred tons of screenings produced at its mine (Mine Index No. 33) located in District No. 12, at the delivered price of $2.42 or less, per net ton, the effective minimum delivered price for such coal being $2.54 per net ton, as shown by the Schedule of Effective Minimum Prices for District No. 12 for All Shipments Except Truck. (2) That the defendant made, maintained and reported false information with reference to the transactions referred to in paragraph (1) hereof.

Dated: August 5, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-5745; Filed, August 6, 1941; 10:18 a. m.]

[Docket No. 1641-FD]

IN THE MATTER OF A. I. DAVEY, SR., REGISTERED DISTRIBUTOR, REGISTRATION NO. 2158, RESPONDENT

NOTICE OF AND ORDER FOR HEARING

1. The Bituminous Coal Division finds it necessary, in the proper administration of the Bituminous Coal Act of 1937 (the "Act"), to determine

(a) whether or not A. I. Davey, Sr., Registered Distributor, Registration No. 2158, whose address is Hudson, Ohio, the Respondent in the above-entitled matter, has violated any provisions of the Act, Marketing Rules and Regulations, the Rules and Regulations for Registration of Distributors and the Distributor's Agreement (the "Agreement") executed October 28, 1940, by respondent, pursuant to Order of the Bituminous Coal Division, dated June 19, 1940, in General Docket No. 12; and

(b) whether or not the registration of said distributor should be revoked or suspended or other appropriate penalties should be imposed;

and for said purposes gives notice that the Division has information to the effect that:

2. Subsequent to September 30, 1940, respondent accepted and retained discounts on large quantities of bituminous coal of various sizes, ordered directly by the consumer, the W. H. Davey Steel Company, Cleveland, Ohio, from Hanna Coal Co. of Ohio, a code member, operating the Willow Grove No. 10 Mine, Mine Index No. 157, located in Belmont County, Ohio, Dun Glen No. 11 Mine, Mine Index No. 43, located in Jefferson County, Ohio, and Hanna No. 12 Mine, Mine Index No. 163, located in Harrison County, Ohio, all in District No. 4. The code member billed said coal directly to the consumer and periodically paid respondent discounts of 12 cents per net ton from the effective minimum prices on said transactions. Respondent thereby accepted and retained discounts from the effective minimum prices on said transactions, although no service of value was rendered by respondent to the code member vendor and where the transactions were entered into primarily for the purpose of unjustly enriching respondent, in violation of section 4 II (h) of the Act and paragraph (g) of the Agreement.

It is therefore ordered, That a hearing pursuant to § 304.14 of the Rules and Regulations for the Registration of Distributors, to determine whether the registration of said distributor should be revoked or suspended, or other appropriate penalties be imposed, be held on Sept. 10, 1941 at 2 p. m. at a hearing room of the Bituminous Coal Division at the New Post Office Building, Cleveland, Ohio.

It is further ordered, That W. A. Cuff or any other officer or officers of the Bituminous Coal Division designated by the Director thereof for that purpose shall preside at the hearing in such matter. The officer so designated to preside at such hearing is hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to such places as he may direct by announcement at said hearing or any adjourned hearing or by subsequent notice, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to said Respondent, and to all other parties herein and to all persons and entities having an interest in such proceeding.

Notice is hereby given that answer to the charges alleged herein must be filed with the Bituminous Coal Division at its Washington Office or with any one of the statistical bureaus of the Division, within twenty (20) days after date of service thereof on the Respondent; and that any defendant failing to file an answer within such period, unless the Director or the presiding officer shall otherwise order, shall be deemed to have admitted the alleged charges and to have consented to the entry of an appropriate order on the basis of the facts alleged.

All persons are hereby notified that the hearing in the above-entitled matter and orders entered therein may concern in addition to the matters specifically alleged herein, other matters incidental and related thereto, whether raised by amendment, petition for intervention, or otherwise, and all persons are cautioned to be guided accordingly.

Dated: August 5, 1941

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-5744; Filed, August 6, 1941; 10:17 a. m.]

[Docket No. A-952]

PETITION OF THE SAXTON COAL COMPANY, A CODE MEMBER IN DISTRICT NO. 2, FOR REVISION OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR SHIPMENTS OF THE COALS OF THE SAXTON MINE (MINE INDEX NO. 411) FOR RAILROAD FUEL USE

NOTICE OF AND ORDER FOR HEARING

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party;

It is ordered, That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on September 4,

1941, at 10 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

It is further ordered, That Travis Williams or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before August 28, 1941.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to the petition of the Saxton Coal Company, a code member in District No. 2, for the revision of price classifications and minimum prices established for the coals of the Saxton Mine (Mine Index No. 411) for railroad fuel use, by changing the classification of such coals from Group 2 to Group 4.

Dated: August 4, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-5743; Filed, August 6, 1941; 10:17 a. m.]

DEPARTMENT OF AGRICULTURE.

Surplus Marketing Administration.

DETERMINATION OF THE SECRETARY OF AGRICULTURE, APPROVED BY THE PRESIDENT OF THE UNITED STATES, WITH RESPECT TO THE ISSUANCE OF ORDER NO. 32, AS AMENDED, REGULATING THE HANDLING OF MILK IN THE FORT WAYNE, INDIANA, MARKETING AREA [1]

Harry L. Brown, Acting Secretary of Agriculture of the United States of America, pursuant to the powers conferred upon the Secretary by Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, issued, effective September 1, 1939, Order No. 32, as amended, regulating the handling of milk in the Fort Wayne, Indiana, marketing area, which order, as amended, was further amended, effective February 15, 1940.

H. A. Wallace, Secretary of Agriculture, tentatively approved, on January 23, 1940, a marketing agreement, as amended, regulating the handling of milk in the Fort Wayne, Indiana, marketing area.

There being reason to believe that the execution of amendments to the tentatively approved marketing agreement, as amended, and to the order, as amended, regulating the handling of milk in the Fort Wayne, Indiana, marketing area would tend to effectuate the declared policy of said act, notice was given, on May 12, 1941, of a public hearing which was held in Fort Wayne, Indiana, on May 19, 1941, on a proposal to amend said marketing agreement, as amended, and said order, as amended, and at said time and place all interested parties were afforded an opportunity to be heard on the proposal to amend said marketing agreement, as amended, and said order, as amended.

After such hearing and after the tentative approval, on the 14th day of July 1941, of a marketing agreement, as amended, regulating the handling of milk in the Fort Wayne, Indiana, marketing area, handlers of more than fifty (50) percent of the volume of milk covered by this order, as amended, which is marketed within the Fort Wayne, Indiana, marketing area, refused or failed to sign such tentatively approved marketing agreement, as amended, relating to milk.

The Secretary of Agriculture, pursuant to the powers conferred upon the Secretary by Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, hereby determines:

1. That the refusal or failure of said handlers to sign said tentatively approved marketing agreement, as amended, tends to prevent the effectuation of the declared policy of the act;

2. That the issuance of the proposed Order No. 32, as amended, is the only practical means pursuant to such policy of advancing the interests of the producers of milk which is produced for sale in the said area; and

3. That the issuance of the proposed Order No. 32, as amended, is approved or favored by over two-thirds of the producers who participated in a referendum conducted by the Secretary and who, during the month of April 1941, said month having been determined by the Secretary to be a representative period, were engaged in the production of milk for sale in said area.

In witness whereof, Claude R. Wickard, Secretary of Agriculture of the United States, has executed this determination in duplicate, and has hereunto set his hand and caused the official seal of the Department of Agriculture to be affixed in the city of Washington, District of Columbia, this 30th day of July 1941.

[SEAL] CLAUDE R. WICKARD,
Secretary of Agriculture.

Approved:

FRANKLIN D ROOSEVELT
The President of the United States.

Dated: July 30, 1941.

[F. R. Doc. 41-5741; Filed, August 5, 1941; 3:12 p. m.]

[1] See Title 7, Agriculture, Surplus Marketing Administration, *supra*.

DEPARTMENT OF LABOR.

Wage and Hour Division.

NOTICE OF ISSUANCE OF SPECIAL CERTIFICATES FOR THE EMPLOYMENT OF LEARNERS UNDER THE FAIR LABOR STANDARDS ACT OF 1938

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum wage rate applicable under section 6 of the Act are issued under section 14 thereof, Part 522 of the Regulations issued thereunder (August 16, 1940, 5 F.R. 2862) and the Determination and Order or Regulation listed below and published in the FEDERAL REGISTER as here stated.

Apparel Learner Regulations, September 7, 1940 (5 F.R. 3591).

Artificial Flowers and Feathers Learner Regulations, October 24, 1940 (5 F.R. 4203).

Glove Findings and Determination of February 20, 1940, as amended by Administrative Order of September 20, 1940 (5 F.R. 3748).

Hosiery Learner Regulations, September 4, 1940 (5 F.R. 3530).

Independent Telephone Learner Regulations, September 27, 1940 (5 F.R. 3829).

Knitted Wear Learner Regulations, October 10, 1940 (5 F.R. 3982).

Millinery Learner Regulations, Custom Made and Popular Priced, August 29, 1940 (5 F.R. 3392, 3393).

Textile Learner Regulations, May 16, 1941 (6 F.R. 2446).

Woolen Learner Regulations, October 30, 1940 (5 F.R. 4302).

The employment of learners under these Certificates is limited to the terms and conditions as to the occupations, learning periods, minimum wage rates, et cetera, specified in the Determination and Order or Regulation for the industry designated above and indicated opposite the employer's name. These Certificates become effective August 7, 1941. The Certificates may be cancelled in the manner provided in the Regulations and as indicated in the Certificates. Any person aggrieved by the issuance of any of these Certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, INDUSTRY, PRODUCT, NUMBER OF LEARNERS AND EXPIRATION DATE

Atlas Garment Company, Inc., 2150 Washington Street, Boston, Massachusetts; Apparel; Gabardines and Reversibles; 5 learners (75% of the applicable hourly minimum wage); August 7, 1942.

Blain Associates, Blain, Perry County, Pennsylvania; Apparel; Women's Underwear; 4 learners (75% of the applicable hourly minimum wage); August 7, 1942.

Boy Craft, Inc., Mahonoy City, Pennsylvania; Apparel; Shirts; 15 learners (75% of the applicable hourly minimum wage); December 4, 1941.

Chesnin & Leis, Inc. (Underwear Department), 111 South William Street, Newburgh, New York; Apparel; Ladies' Underwear; 5 percent (75% of the applicable hourly minimum wage); August 7, 1942.

Cotton Products, Inc., 2 Johnson Street, Newark, New Jersey; Apparel; Ladies' Cotton Wash Dresses; 25 learners (75% of the applicable hourly minimum wage); December 4, 1941.

The Davidson Brothers Corporation, Royal Square, Riverpoint, Rhode Island; Apparel; Ladies' Silk & Rayon Underwear; 10 learners (75% of the applicable hourly minimum wage); October 30, 1941.

Esskay Manufacturing Company, 1335 Buena Vista Street, San Antonio, Texas; Apparel; Boys' Clothing; 20 learners (75% of the applicable hourly minimum wage); November 20, 1941.

Film Fashion Manufacturing Company, 1017 South Grand Avenue, Los Angeles, California; Apparel; Blouses, Robes; 5 learners (75% of the applicable hourly minimum wage); August 7, 1942.

Landis Park Clothing Company, 513 Montrose Street, Vineland, New Jersey; Apparel; Men's Clothing; 5 percent (75% of the applicable hourly minimum wage); August 7, 1942.

S. Liebovitz and Sons, Inc., Cedar Street, Kutztown, Pennsylvania; Apparel; Reversible Finger Tip Coats; 20 learners (75% of the applicable hourly minimum wage); December 4, 1941.

Northern Manufacturing Company, Inc., 64 Conduit Street, New Bedford, Massachusetts; Apparel; Separate Skirts, Beachwear; 10 percent (75% of the applicable hourly minimum wage); August 7, 1942.

Mary Orsini, Inc., 70 Morris Avenue, Newark, New Jersey; Apparel; Dresses; 5 learners (75% of the applicable hourly minimum wage); August 7, 1942.

Proper Maid Silk Manufacturing Company, Inc., 3 Yeoman Street, Amsterdam, New York; Gloves; Knit Fabric Gloves; 15 learners; February 7, 1942.

Murray Hosiery Mills, P. O. Box 248, Murray, Kentucky; Hosiery; Seamless Hosiery; 20 learners; April 7, 1942.

Wildman and Swartz, Inc., 1006 Washington Street, Norristown, Pennsylvania; Hosiery; Full Fashioned Hosiery; 5 learners; April 7, 1942.

Beaunit Mills, Inc., Mohawk Street, Cohoes, New York; Textile; Rayon Broad Goods; 3 percent; August 7, 1942.

Bonat Bedspread Company, 45 West 25th Street, New York, New York; Textile; Bedspreads; 3 learners; August 7, 1942.

Commander Mills, Inc., Sand Springs, Oklahoma; Textile; Sheets & Pillow Cases; 3 percent; August 7, 1942.

Derry Damask Mills, Inc., Gaffney, South Carolina; Textile; Damask Goods; 8 learners; November 6, 1941.

Monroe Mills Company, North Mill Street, Monroe, North Carolina; Textile; Cotton Yarn; 3 percent; August 7, 1942.

Nathanson and Bowser, 4319 North Third Street, Philadelphia, Pennsylvania; Textile; Seam Binding; 1 learner; August 7, 1942.

Plaza Mills, Inc., Beavertown, Pennsylvania; Textile; Rayon Piece Goods; 6 learners; February 5, 1942.

Signed at Washington, D. C., this 6th day of August 1941.

MERLE D. VINCENT,
Authorized Representative of the Administrator

[F. R. Doc. 41-5763; Filed, August 6, 1941; 11:53 a. m.]

NOTICE OF ISSUANCE OF SPECIAL CERTIFICATES FOR THE EMPLOYMENT OF LEARNERS UNDER THE FAIR LABOR STANDARDS ACT OF 1938

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum rate applicable under section 6 of the Act are issued under section 14 thereof and § 522.5 (b) of the Regulations issued thereunder. (August 16, 1940, 5 F.R. 2862) to the employers listed below effective August 7, 1941.

The employment of learners under these Certificates is limited to the terms and conditions as designated opposite the employer's name. These Certificates are issued upon the employers' representations that experienced workers for the learner occupations are not available for employment and that they are actually in need of learners at subminimum rates in order to prevent curtailment of opportunities for employment. The Certificates may be cancelled in the manner provided for in the Regulations and as indicated on the Certificate. Any person aggrieved by the issuance of these Certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, PRODUCT, NUMBER OF LEARNERS, LEARNING PERIOD, LEARNER WAGE, LEARNER OCCUPATIONS, EXPIRATION DATE

Cherry Lake Farms, Inc., Madison, Florida; Crafts and Novelties; 15 learners; 240 hours for any one learner; 22½¢ per hour; Basket Weaver; February 5, 1942.

G. M. Garabedian and Company, Thorndike, Massachusetts; Cotton Rag Rugs Larger than 18 Ft. Square; 3 learners; 6 weeks for any one learner; 26¢ per hour; Weaver, Braider, Sewing Machine Operator, Skeiner; November 13, 1941.

Hettinger Brothers Manufacturing Company, 202 Pythian Building, Tulsa, Oklahoma; False Teeth & Removable Dental Bridgework; 1 learner; 12 weeks for any one learner; 25¢ per hour; Dental Technician; November 13, 1941.

L. Kirkegaard, 5025 West 29th Avenue, Denver, Colorado; Copper Souvenirs and Novelties; 6 learners; 4 weeks for any one learner; 25¢ per hour; Painter; September 18, 1941.

Navajo Weavers, Roswell, New Mexico; Hand-Woven Woolens & Men's Neckwear; 10 learners; 4 weeks for any one learner; 22½¢ per hour; Weavers, Pressers, Cutters, Sewer (Hand), Sewing Machine Operator; November 13, 1941.

Signed at Washington, D. C., this 6th day of August 1941.

MERLE D. VINCENT,
Authorized Representative of the Administrator.

[F. R. Doc. 41-5764; Filed, August 6, 1941; 11:53 a. m.]

CIVIL AERONAUTICS BOARD.

[Docket No. 544]

IN THE MATTER OF AN AGREEMENT, C. A. B. NO. 152, BETWEEN PAN AMERICAN AIRWAYS, INC., MATSON NAVIGATION COMPANY, AND INTER-ISLAND STEAM NAVIGATION CO., LTD., RELATING TO JOINT OPERATIONS AND AGENCY AND TRAFFIC ARRANGEMENTS

AMENDED NOTICE OF HEARING

The above-entitled proceeding, being a proceeding instituted by the Board to determine whether or not an agree-

ment, C. A. B. No. 152, between the above-named parties, evidenced by several instruments filed with the Board under Section 412 (a) of the Civil Aeronautics Act of 1938, as amended, providing, among other things and as more fully set forth in said agreement, (1) for the joint operation of a local air transportation service between the Pacific Coast of the United States and the Hawaiian Islands, as well as for the interchange of certain services and facilities; (2) for the sale by Matson Navigation Company of transportation over the lines of Pan American; and (3) for the sale by Pan American of transportation over the lines of Matson Navigation Company, is adverse to the public interest or in violation of the Civil Aeronautics Act of 1938, is assigned for public hearing on August 25, 1941, at 10 o'clock a. m., (Eastern Standard Time), in Room 7856, Commerce Building, 14th Street and Constitution Avenue NW., Washington, D. C., before Examiner Berdon M. Bell.

Dated at Washington, D. C., August 5, 1941.

By the Board.

[SEAL] THOMAS G. EARLY,
Secretary.

[F. R. Doc. 41-5754; Filed, August 6, 1941; 10:29 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 4548]

IN THE MATTER OF E. J. BRACH & SONS, A CORPORATION

COMPLAINT

The Federal Trade Commission, having reason to believe that the party respondent named in the caption hereof, and hereinafter more particularly designated and described, since June 19, 1936, has violated and is now violating the provisions of Section 2 of the Clayton Act as amended by the Robinson-Patman Act, approved June 19, 1936 (U.S.C. title 15, sec. 13), hereby issues its complaint, stating its charges with respect thereto as follows:

PARAGRAPH 1. Respondent, E. J. Brach & Sons, is a corporation organized and existing under and by virtue of the laws of the State of Illinois, and has its office and principal place of business at 4600 West Kinzie Street, Chicago, Illinois.

PAR. 2. Respondent is now, and since June 19, 1936 has been, engaged in the business of manufacturing, distributing, and selling candy and confectionery products, consisting principally of low and medium-priced bulk and boxed candies. Such products are manufactured by respondent in the State of Illinois, sold by it to purchasers located in the several states of the United States and in the District of Columbia, and as a result thereof are shipped and caused by respondent to be transported from the State of Illinois to such purchasers located in the State of Illinois and in other states.

PAR. 3. Respondent in the course and conduct of its business, as aforesaid, is now, and since June 19, 1936, has been, competitively engaged with other persons, firms and corporations who similarly manufacture, distribute and sell similar candy and confectionery products. Respondent, incorporated in 1916, commenced business, however, in 1904, and has grown until it is one of the few large candy manufacturers, with annual sales exceeding $8,000,000, although the products manufactured and sold by it are of a type which may be readily manufactured by small, local plants.

PAR. 4. One of the principal ingredients of the candy manufactured by respondent and its competitors is corn syrup, unmixed, or glucose, which respondent has purchased from one or more of the several manufacturers thereof, among whom are Corn Products Refining Company and Corn Products Sales Company, with plants located at Kansas City, Missouri, and Argo, Illinois; American Maize-Products Company, with a plant located at Roby, Indiana; Union Starch & Refining Company and the Union Sales Company, with a plant located at Granite City, Illinois; A. E. Staley Manufacturing Company and The Staley Sales Corporation, with a plant located at Decatur, Illinois; Anheuser-Busch, Inc., with a plant located at St. Louis, Missouri; the Clinton Company and the Clinton Sales Company, with a plant located at Clinton, Iowa; Penick & Ford, Ltd., Inc., with a plant located at Cedar Rapids, Iowa; and the Hubinger Company, with a plant located at Keokuk, Iowa.

Such syrup, when purchased, is shipped and caused to be transported by said syrup manufacturers from the state in which their respective plants are located to respondent's plant in the State of Illinois to be used as an ingredient up to approximately 90% of the weight of the finished candy manufactured by it and distributed and sold in interstate commerce as aforesaid.

Said corn syrup manufacturers also sell such corn syrup in interstate commerce to competitors of respondent who similarly use it as an ingredient in the manufacture of the candy which they make and sell.

Many of the candies manufactured by respondent which contain a large proportion of such syrup are sold by it at but a few cents per pound and large purchasers thereof for resale, especially chain and syndicate stores, buy such candies from one candy manufacturer rather than from another when there is a difference in price of only a small fraction of a cent per pound. The relative cost of such syrup to competing manufacturers of such high glucose content candies under such circumstances if of considerable importance in being able to attract the business of such large purchasers thereof.

Respondent's aggregate yearly purchases of such syrup from said manufacturers are approximately 30,000,000 pounds, or approximately one railroad tank car per day, each of which contains approximately 95,000 pounds of such syrup. The price of corn syrup, unmixed, f. o. b. Chicago, since June 19, 1936, has been from $2.09 to $3.59 per cwt. and a saving of 10¢ per cwt. in the cost thereof to respondent would amount approximately to from 5% to 10% of its net annual profits.

PAR. 5. Respondent, while engaged in commerce, and in the course of such commerce since June 19, 1936, has knowingly induced some of said corn syrup manufacturers to discriminate in price in favor of respondent and has knowingly received the benefit of discriminations in price from some of said corn syrup manufacturers in concurrent sales by said manufacturers to respondent and some of its competitors of such corn syrup of like grade and quality purchased by them for use, consumption and resale within the several states of the United States and in the District of Columbia, in which concurrent sales either the sales to respondent or the sales to respondent's competitors, or both of such sales, were in interstate commerce.

PAR. 6. One method, among others, by which respondent knowingly received the benefit of discriminations in price, as alleged in Paragraph 5, was that after an increase in the price per cwt. of such syrup, which increased price was charged by said syrup manufacturers to the trade generally, including respondent's competitors, some of said syrup manufacturers continued to charge and invoice such syrup to respondent at the price per cwt. prevailing before the increase.

Thus, for instance, beginning on or about July 1, 1940, and continuing until on or about November 30, 1940, the Clinton Company and the Clinton Sales Company sold and delivered to respondent approximately 92 tank cars of 43 degree corn syrup, unmixed, each car containing approximately 95,000 pounds, at an invoice price of $2.29 per cwt. f. o. b. Chicago; whereas, said corn syrup manufacturer had not charged to, or received from, the trade generally, including respondents' competitors, as little as $2.29 per cwt. f. o. b. Chicago for 43 degree corn syrup, unmixed, since on or about April 4, 1940, for delivery at that price until approximately April 25, 1940, after which dates said corn syrup manufacturer sold such syrup f. o. b. Chicago to the trade generally, including respondent's competitors, at $2.39 per cwt., and such price fluctuated thereafter and until on or about November 30, 1940, between $2.39 cwt. and $2.64 per cwt., all of which respondent well knew.

PAR. 7. Another method, among others, by which respondent knowingly received the benefit of discriminations in price, as alleged in Paragraph 5, was that respondent did not remit to some of said syrup manufacturers the full invoice

prices at which said manufacturers invoiced such syrup sold and delivered to respondent, which invoice prices said manufacturers were concurrently charging and receiving from the trade generally, including some of respondent's competitors; but respondent made unauthorized deductions from such invoice prices when remitting to said manufacturers, in some instances sufficient, and in other instances almost sufficient, to make the price to respondent equal to discriminatory prices concurrently being received by respondent from other syrup manufacturers.

Thus, for instance, after beginning to receive the discriminations in price alleged in Paragraph 6, and during all the time which they were received, namely from on or about July 1, 1940, until on or about November 30, 1940, respondent, when remitting to the Hubinger Company and to the A. E. Staley Manufacturing Company, deducted from 10¢ to 20¢ per cwt. from their invoice prices of from $2.39 to $2.59 per cwt., at which approximately 85 tank cars of such syrup were sold, delivered and invoiced to respondent during said period by said two corn syrup manufacturers so as to make the price to respondent $2.29 or $2.39 per cwt., $2.29 per cwt. being the discriminatory price then being received by respondent from the Clinton Company, a competitor of said two syrup manufacturers, as alleged in Paragraph 6; and during all of which period competitors of respondent were being charged by and paying to said two syrup manufacturers prices equal to the prices at which respondent was invoiced. All of which respondent well knew.

PAR. 8. One method, among others, by which respondent knowingly induced some of said corn syrup manufacturers to discriminate in price in favor of respondent, as alleged in Paragraph 5, was by making unauthorized deductions from the invoice prices of some of said manufacturers when remitting to them and by seeking to secure their concurrence in such action by informing them that competitive syrup manufacturers were then selling such syrup to the respondent at the price resulting after respondent had made the deductions, when in truth and in fact, such sales had not been made to respondent.

Thus, for instance, beginning on or about December 1, 1940, and continuing up to the present time, and after respondent was no longer purchasing corn syrup from the Clinton Company and no longer receiving from it the benefit of the discriminations in price alleged in Paragraph 6, respondent continued to make deductions similar or identical to the deductions resulting in the discriminations alleged in Paragraph 7, in remitting to the Hubinger Company and the A. E. Staley Manufacturing Company for approximately 150 tank cars of such syrup, when competitors of respondent were being charged by and paying to said two syrup manufacturers prices equal to the prices at which respondent was invoiced by them.

When said two syrup manufacturers objected and protested such deductions, respondent led them to believe that the situation, which was alleged in Paragraph 6, continued to exist, when it did not in fact, by assuring said two syrup manufacturers that more than one other corn syrup manufacturer was selling such syrup to respondent at less than the price at which each of them was invoicing such syrup to respondent. Said two syrup manufacturers requested respondent to furnish them with a written statement of any sales made to respondent at less than their respective invoice prices, which prices they were charging to and receiving from the trade generally, including competitors of respondent, but respondent refused.

Subsequent to the sales made to respondent by the Clinton Company, as alleged in Paragraph 6 above, the Clinton Company attempted to secure further orders from respondent at the prices it was then selling such syrup to the trade generally, including competitors of respondent, and respondent refused to purchase unless said syrup manufacturer sold to respondent at a price which resulted after making said deductions from the invoices of the Rubinger Company and the A. E. Staley Manufacturing Company, which deductions, as alleged in Paragraph 7 above, were originally made by respondent on the basis of the Clinton Company's sales to respondent, as alleged in Paragraph 6 above. All of which respondent well knew.

PAR. 9. For many years, and continuing since June 19, 1936, each of said syrup manufacturers has followed a long established trade practice, under which, after an increase in price, all purchasers of corn syrup are permitted to enter orders at the old and lower price for a stated number of days, usually 5 or 10 days, after the date of the announcement of the increase for such a quantity of such syrup as the purchaser will require and receive shipment of within a stated number of days, usually 30 days, after the date of the announcement, after which time shipments are to be at the new and higher price. Although each corn syrup manufacturer may have a fairly accurate knowledge as to a purchaser's total requirements for the specified shipping period, it cannot know, unless informed by the purchaser, how much such purchaser has ordered from all said manufacturers.

Another method, among others, by which respondent knowingly induced some of said syrup manufacturers to discriminate in price in favor of respondent was that, after the announcement of a general increase in price by all of said syrup manufacturers in accordance with the terms of said trade practice above alleged, respondent ordered from each of several corn syrup manufacturers an amount of such syrup which respondent could well use within the stated shipping period, but which orders, in the aggregate, were for an amount of such syrup far in excess of respondent's requirements within such shipping period; and respondent neglected or refused to take shipment of all of the syrup so ordered from all said manufacturers within such shipping period. Respondent thereupon solicited those manufacturers from whom it had so neglected or refused to take shipment to continue shipments after the expiration of such shipping period, until completed under such orders, at the old and lower price, although said syrup manufacturers were then charging to and receiving from the trade generally, including respondent's competitors, the new and higher price on shipments made after the expiration of the stated shipping period. Some of said corn syrup manufacturers so solicited by respondent were prevailed upon to so continue such shipments upon being informed by respondent that competitors were so doing and that refusal would result in loss of sales.

Thus, for instance, on or about July 6, 1936, each of said corn syrup manufacturers announced an increase in the price of 43 degree corn syrup f. o. b. Chicago from $2.44 per cwt. to $2.59 per cwt. with the privilege of entering orders within the ensuing 5 to 10 days for delivery prior to on or about August 20, 1936. Thereupon, respondent entered orders for 93 tank cars, more or less, approximately three months' supply, with all of the corn syrup manufacturers at a price of $2.44 per cwt. f. o. b. Chicago, the number of cars ordered from each of said corn syrup manufacturers, together with the date of the delivery of each car, being as follows:

American Maize-Products Company, 10 tank cars, delivered between approximately July 5 and July 11, 1936; Union Starch and Refining Company and Union Sales Company, 8 tank cars, delivered between approximately July 11 and July 23, 1936; the Hubinger Company, 10 tank cars, delivered between approximately July 13 and July 28, 1936; A. E. Staley Manufacturing Company, 15 tank cars, delivered between July 20 and August 3, 1936; Anheuser-Busch, Inc., 10 tank cars, delivered between approximately July 20 and September 17, 1936; Corn Products Refining Company and Corn Products Sales Company, 15 tank cars, delivered from approximately July 28 to October 17, 1936; the Clinton Company, 10 tank cars, delivered between approximately August 7 and September 21, 1936; and Penick & Ford, Ltd., Inc., 15 tank cars, delivered between approximately August 7 and October 17, 1936.

During the period after July 6, 1936, the prices charged by said corn syrup manufacturers to the trade generally, including respondent's competitors, within the terms of the trade practices hereinabove alleged, were increased from

$2.59 to $2.79 per cwt. on or about July 17, 1936; to $2.94 per cwt. on or about July 30, 1936; to $3.14 per cwt. on or about August 3, 1936; to $3.34 per cwt. on or about August 19, 1936, after which the price was reduced to $3.19 per cwt on or about August 25, 1936; to $3.04 on or about October 5, 1936, which latter price remained until after on or about October 17, on which date respondent received the last of the tank cars ordered on or about July 6, 1936.

Such extensions of the time within which such shipments were made were accomplished by respondent as hereinabove alleged.

By this method, in this one instance alone, respondent induced and received the benefit of price discriminations giving it an advantage over its competitors of from 15¢ to 90¢ per cwt. on approximately 40 tank cars of corn syrup or on approximately 38,000 cwt., the advantage on a substantial number of such cars being 90¢ per cwt. All of which respondents well knew.

PAR. 10. The effect of said discriminations in price, knowingly induced and knowingly received by respondent in the manner and form as hereinabove alleged, was substantially to lessen competition and tend to create a monopoly in some of said syrup manufacturers by causing respondent to purchase from them and not from their competitors the large requirements of respondent for corn syrup; and to lessen competition, tend to create a monopoly as well as to injure, destroy and prevent competition with respondent, who received the benefits of said discriminations by decreasing the cost to it of one of the principal ingredients of its said products which may give respondent a price advantage in the sale of said products, or some of them, and confer upon respondent a financial power to further the sale of its said products by advertising and other forms of non-price competition.

PAR. 11. Each of said corn syrup manufacturers, during all the times mentioned herein, continuously and regularly informed respondent by mail, telephone and personal visits of salesmen and brokers of the price at which each of them respectively was offering for sale and selling such corn syrup to the trade generally, including respondent's competitors.

Respondent also knew from the same sources the terms of sale of each of said manufacturers, particularly the trade practice of accepting orders from purchasers for five or ten days after the announcement of a price increase and the old and lower price for such syrup to be delivered within a stated period after the announcement, usually thirty days.

The quality of corn syrup, as manufactured by said syrup manufacturers, is subsantially the same, and candy manufacturers, including respondent and its competitors, purchase and use the corn syrup manufactured by each of said manufacturers interchangeably with the corn syrup manufactured by the others. As a result, the price of each of said manufacturers and their terms of sale are substantially the same. All of which respondent well knew.

Respondent has for many years and since June 19, 1936, employed a director of purchases who has had charge of all of the purchases of corn syrup made by respondent and whose duty it is to keep and who has kept accurately and currently informed of the prices and terms of sale of such syrup; and all of the purchases of corn syrup herein referred to have been made by him or under his direction and with his knowledge.

PAR. 12. The foregoing alleged acts of said respondent, E. J. Brach & Sons, while engaged in interstate commerce, in knowingly inducing and in knowingly receiving in the course of such commerce, since June 19, 1936, discriminations in price prohibited by section 2 (a) of the Clayton Act as amended by the Robinson-Patman Act, approved June 19, 1936 (U.S.C. title 15, sec. 13), are in violation of section 2 (f) of said Act.

Wherefore, the premises considered, the Federal Trade Commission, on this 28th day of July, A. D. 1941, issues its complaint against said respondent.

NOTICE

Notice is hereby given you, E. J. Brach & Sons, a corporation, respondent herein, that the 5th day of September, A. D. 1941, at 2 o'clock in the afternoon, is hereby fixed as the time, and the offices of the Federal Trade Commission in the City of Washington, D. C., as the place, when and where a hearing will be had on the charges set forth in this complaint, at which time and place you will have the right, under said Act, to appear and show cause why an order should not be entered by said Commission requiring you to cease and desist from the violations of the law charged in the complaint.

You are notified and required, on or before the twentieth day after service upon you of this complaint, to file with the Commission an answer to the complaint. If answer is filed and if your appearance at the place and on the date above stated be not required, due notice to that effect will be given you. The Rules of Practice adopted by the Commission with respect to answers or failure to appear or answer (Rule IX) provide as follows:

In case of desire to contest the proceeding the respondent shall, within twenty (20) days from the service of the complaint, file with the Commission an answer to the complaint. Such answer shall contain a concise statement of the facts which constitute the ground of defense. Respondent shall specifically admit or deny or explain each of the facts alleged in the complaint, unless respondent is without knowledge, in which case respondent shall so state.

Failure of the respondent to file answer within the time above provided and failure to appear at the time and place fixed for hearing shall be deemed to authorize the Commission, without further notice to respondent, to proceed in regular course on the charges set forth in the complaint.

If respondent desires to waive hearing on the allegations of fact set forth in the complaint and not to contest the facts, the answer may consist of a statement that respondent admits all the material allegations of fact charged in the complaint to be true. Respondent by such answer shall be deemed to have waived a hearing on the allegations of fact set forth in said complaint and to have authorized the Commission, without further evidence, or other intervening procedure, to find such facts to be true, and if in the judgment of the Commission such facts admitted constitute a violation of law or laws as charged in the complaint, to make and serve findings as to the facts and an order to cease and desist from such violations. Upon application in writing made contemporaneously with the filing of such answer, the respondent, in the discretion of the Commission, may be heard on brief, in oral argument, or both, solely on the question as to whether the facts so admitted constitute the violation or violations of law charged in the complaint.

In witness whereof, the Federal Trade Commission has caused this, its complaint, to be signed by its Secretary, and its official seal to be hereto affixed, at Washington, D. C., this 28th day of July, A. D. 1941.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-5759; Filed August 6, 1941; 11:25 a. m.]